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The Solicitors' Journal and Reporter.

LONDON, AUGUST 10, 1901.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

IT WILL be seen from the Long Vacation notice, which we print elsewhere, that Mr. Justice JOYCE will, until further notice, act as Vacation Judge, and will sit in King's Bench Court 1, at 11 a.m., on Wednesday in every week, commencing on the 14th inst., to hear applications in Court; and will sit for the disposal of King's Bench business in Judges' Chambers on Tuesday and Thursday in every week, commencing on the 15th inst.

THE GENERAL arrangements for the Annual Provincial Meeting of the Incorporated Law Society on the 8th, 9th, and 10th of October are now complete, and will be found detailed in the circular which we print elsewhere. They include a dinner at the Town Hall, or in the hall of one of the colleges, and a conversazione at the New University Schools. The place of meeting and the president should render the gathering an attractive one.

IT APPEARS to be now certain that the Supreme Court of Judicature Bill, which was introduced by the Lord Chancellor to relieve the arrears in the Court of Appeal, will not pass into law this session. Meanwhile, it is stated that, pending their proposed transfer to another tribunal for trial, workmen's compensation cases have not been heard by the Court of Appeal for some months past, and that the number of these cases now awaiting hearing is over fifty.

AMONG THE other measures which are to be sacrificed at the close of the present session of Parliament is the Bill for enabling the Incorporated Law Society to withhold the certificates of bankrupt solicitors. It is greatly to be regretted that this Bill should have fallen a victim to the strange legislative paralysis which seems likely to prevent the passing into law of any measure not introduced by the Government.

THE RETIREMENT from the Judicial Committee of Lord HOBHOUSE, at the age of eighty-one years, is a matter of considerable regret. He has had a singularly varied career, commencing with many years' practice at the Chancery Bar, succeeded by service as a charity and endowed schools commissioner, then as legal adviser to the Governor-General of India, and finally, since 1877, as a member of the Judicial Committee. In this last capacity he became distinguished as an expert in Indian law, and in this respect his loss will be severely felt.

WE ARE informed by Sir KENNETH MUIR MACKENZIE that there was a mistake in the Rules of the Supreme Court, a copy of which was forwarded to us and was printed *ante*, p. 651. The word "time" in Rule 1 should be "trial" both in lines 6 and 8.

THE QUESTION raised and decided by BUCKLEY, J., in *Barnard Castle District Council* v. *Wilson*, is of considerable importance—viz.: whether a supply of water to the proprietors of a school for the purpose of a swimming-bath for the pupils is a supply "for domestic purposes" or "for any trade, manufacture or business." If the former view be correct, the water must be supplied in consideration of a water rate payable according to

the annual value of the tenement supplied: if the latter, the local authority (or other undertakers so authorized by the special Act) may supply the water upon conditions to be agreed on between them and the persons requiring the supply: see Waterworks Clauses Acts, 1847, ss. 35, 68-74; 1863, ss. 12, 13; Public Health Act, 1875, ss. 56, 57, 65. In the present case the school was not carried on for profit, any surplus funds being applied for charitable purposes: a bath with a capacity of 35,000 gallons had been provided for the use of the scholars. It is clear that a school is for many purposes a trade or business, even though it is not carried on for profit: *Rolls* v. *Miller*, 27 Ch., D. 71. But the swimming-bath, in the view of the learned judge, was a mere incident of the business of carrying on the school, and could not be treated as a business by itself; water supplied for a fixed bath for a private individual is supplied for domestic purposes, and the same would be the case if the fixed bath were a swimming-bath. In a sense, of course, all the water supplied to a school is supplied for the purpose of a business, for without it the business of the schoolmaster could not be carried on; but no one would assert that the water supplied for a hand-basin in a school was not supplied for a domestic purpose. If a swimming-bath is substituted for the basin, the change is one of degree only—the use of the water is none the less domestic. In fact, the inmates of a school must, according to the learned judge, be treated as the members of one family, and the fact that they are brought together in connection with a business is immaterial: for this view the judgment of Lord Coleridge, C.J., in *Liskeard Union* v. *Liskeard Waterworks Co.* (7 Q. B. D. 505), is a distinct authority; but the question is not free from difficulty.

The House of Lords, in *Dovey* v. *Cory* (*Times*, 2nd inst.), have affirmed, though for different reasons, the decision of the Court of Appeal (*Re National Bank of Wales*, 48 W. R. 99; 1899, 2 Ch. 627) exempting Mr. John Cory, one of the directors of the National Bank of Wales, from the liability imposed upon him by Wright, J., to refund £37,000 in respect of dividends said to have been improperly paid out of capital. Bad debts, it appears, had been entered in the annual balance-sheets as good assets, no proper provision being made for writing them down, and there was in consequence a loss which Wright, J., held ought to have been made good out of current profits before any dividend was paid. As this was not done, he treated the dividends as being paid out of capital, with the result that the directors were liable to refund the amount. The Court of Appeal took a different view of the transaction. In point of fact the losses on the capital account had been incurred before the dividends were paid, and at the time they were paid the annual receipts exceeded the annual outgoings, so that they really came, as they should have done, out of the balance on the profit and loss account, and not out of capital. Hence the directors had not acted *ultra vires*, and there was no liability to replace the dividends. The House of Lords have avoided a discussion of the exact difference between capital and profits, and have decided the case upon grounds which hold good generally in favour of directors who, while they attend to their proper duties, fail to examine into all the routine of the business they control. Had Mr. Cory gone carefully into the details of the accounts, he might have discovered the nature of the debts which were made the foundation of his liability. But to do so was no part of his business, and he was entitled to rely upon the statements of the general manager. According to the judgment of the Lord Chancellor, the true state of affairs was fraudulently withheld from his knowledge, and under these circumstances he was not liable. He was not, Lord Halsbury observed, bound to turn himself into an auditor, a managing director, and chairman, and find out whether auditors, managing directors, and chairman were deceiving him. In the management of a banking business devolution of work is essential, and no director should be held responsible for matters which it is not his special duty to inquire into, and which have been fraudulently kept from his knowledge. It being thus unnecessary to decide whether the dividends had been paid out of capital, Lord Halsbury forbore to express any opinion on the point, commenting upon the difficulty of dealing with such questions in the abstract. As a matter of fact the subject has been pretty well settled for cases of common occurrence by the decisions of the Court of Appeal in *Lee* v. *Neuchatel Asphalte Co.* (37 W. R. 321, 41 Ch. D. 1) and subsequent cases, and it is one upon which, as Lord Macnaghten observed, it is not desirable "to formulate precise rules for the guidance or embarrassment of business men in the conduct of business affairs."

The case of *MacDowell* v. *The London and Edinburgh Insurance Co.*, recently decided by one of the Divisional Courts of the King's Bench Division, seemed at one time likely to raise several points of much interest to life insurance companies. It was an appeal from the judge of the Whitehaven County Court in an action brought by the plaintiff against the defendant company to recover £31 15s., being the amount of premiums which he had paid them in respect of a policy effected by him on the life of one Hugh Flood. The plaintiff's case was that he had been induced to enter into the policy by the false and fraudulent misrepresentation of the defendants or their agent, and alternatively he sought to recover the amount of the premiums as money paid by him without consideration. At the hearing the plaintiff was called, and stated that he was a shoemaker, and that in 1889, when Hugh Flood was in his employment, one Rudd, an agent of the defendants, suggested to him that he should insure Flood's life with the company. The plaintiff alleged that he told Rudd that he had no right to insure Flood's life, as he was no relation of his. Flood, who was present, consented to the plaintiff insuring his life, and Rudd said, "I will make it all right, I will get a will." Rudd then produced a form of will by Flood in favour of the plaintiff which Flood signed, but which was never attested. The plaintiff then signed a proposal in which he declared that he had an insurable interest in the life of Flood and the insurance was effected. By one of the conditions incorporated in the policy, "no assurance shall be effected with the company by any person on the life of any other person wherein the person effecting the assurance shall have no interest, and every assurance made contrary to the meaning hereof shall be null and void, and the premiums paid thereon shall be forfeited to the company." Twelve years had elapsed since the policy was effected, Rudd could not be found, and the plaintiff explained that he had, quite recently, discovered that he had no insurable interest in the life of Flood (who was still living), and that he wanted to get back the money which he had paid as premiums to the company. The county court judge found that the plaintiff was deceived by the allegation that "it was all right," when, in fact, he had no insurable interest, and gave judgment in his favour. The case was a singular one. Companies have occasionally set up the objection that the plaintiff had no insurable interest in actions to recover the amount insured by the policy, but it is not a defence to which they willingly resort, and in the present instance it did not appear that they had the slightest wish to repudiate the policy. The plaintiff was, however, entitled to contend that the company might go on receiving the premiums until Flood's death, and that there was then nothing to prevent them from contending then that there was no insurable interest. And if a case should arise in which a company, after inquiry at their office as to whether there was a sufficient interest, were, upon due consideration and with full knowledge of the facts, to inform the proposer that there was nothing to render the insurance invalid, it would seem strange that they should, after receiving the premiums for some years, be at liberty to disclaim all liability on the policy on the ground that there was no insurable interest. But the Divisional Court was not called upon to decide any such question. They found that all matters of fact were in the common knowledge of both parties, and that Rudd's statement amounted at the most to a misrepresentation of the law. There was, therefore, no evidence whatever of fraud, and the plaintiff was not entitled to recover. It became unnecessary to consider whether, in any event, Rudd had authority to bind the plaintiff by a fraudulent representation, and whether the fact that Flood was in the employment of the plaintiff gave the plaintiff an insurable interest in his life.

APPEALS FROM inferior courts now form an important branch of the business of the High Court, but the rights of an appellant are still to some extent restricted. The old common law did not favour appeals, and almost the only substitute for them which it provided was the writ of error, in the case of some manifest error disclosed on the face of the record. When, however, the new county courts were established, the subject of appeals was considered by the Legislature and provision was made for an appeal on questions of law; the commissioners appointed to inquire into the procedure thinking that "appeals on questions of fact tended to promote litigation and increase expense." But how were the facts raising the question of law to be brought before the court on the hearing of the appeal? The earlier County Court Acts provided that the appeal should be by special case agreed on by both parties, but if they could not agree the judge was to settle and sign it. This form of appeal, by case stated and signed by the judge or magistrate whose decision is questioned, has been adopted in a number of Acts which have since been passed and which it would be tedious to enumerate. But the appellant is often dissatisfied with the case as stated by the judge. Complaints are made that the judge who signed the case had "stated the appellant out of court," and the question is asked why in every appeal cannot the parties bring the whole evidence raising the point of law before the superior tribunal? So far as county courts are concerned, the Legislature has made the necessary concession, and appeals are now by motion upon the judge's notes of the evidence. But in the case of many other judicial inquiries the appeal is still by special case. In *Rex* v. *General Commissioners for Income Tax for the District of Clerkenwell*, which came before the Court of Appeal on the 25th of July, it appeared, upon appeal from an assessment to income tax, that an English kodak company within the district of the commissioners held shares in an American kodak company, and that the commissioners had assessed the English company in respect of the profits derived from these shares, on the assumption that the English company substantially carried on the business of the American company. By the Taxes Management Act, 1880, s. 59, upon the determination of any appeal under the Income Tax Acts by the commissioners, the appellant, if dissatisfied with their determination as being erroneous in point of law, may require the commissioners to state and sign a case for the opinion of the High Court. The commissioners drew the inference that the business of the American company was in fact carried on by the English company, and confirmed the assessment. The appellants did not avail themselves of the procedure under section 59, suggesting that if they did, the commissioners would state them out of court, but applied for a writ of prohibition to restrain the commissioners from further proceeding with the matter, contending that the commissioners could not acquire jurisdiction by an erroneous finding of fact. The Court of Appeal, after taking time to consider, held that the remedy was by appeal and not by way of prohibition, but expressed the hope that a case would be stated which would put the court in possession of all facts necessary for the proper determination of the points raised.

A FEW DAYS ago a Brentford tradesman was proceeded against in the local police court for obstructing an electric tramcar. His answer to the charge was that his cart was standing by the kerb in connection with his business, and that he sometimes had to move it as often as six times in ten minutes to let cars go by. Upon being satisfied as to the merits of this defence, Mr. MONTAGU SHARPE, the presiding magistrate, expressed his opinion that the defendant had quite as much right to carry on his business without interference from the tramway company as the company had to carry on their business without interference from him; and that he had a right to keep his cart standing at the kerb as long as was reasonably necessary for the purposes of his business. This view of the law is one which the London United Tramways Company can hardly afford to accept without challenge. If it is upheld or acquiesced in, it will to a great extent impede the working of these tramways. It is to be noticed that throughout the greater part of the town of Brentford the lines of this company are laid within two feet of the kerb. As there is a very frequent service, it is clear that a tradesman who desires to load or unload a cart must either constantly move his cart during the process, or else obstruct the tramway and cause the car to wait till the process is complete. The question is, must he move immediately on demand, or is he entitled to keep his cart by the kerb for so long a time as is reasonably necessary for loading or unloading. Now, irrespective of tramways, it appears that any person whose house or shop fronts a highway has a right to occupy that highway with a vehicle in order to lawfully load or unload, provided he does so with all due dispatch. As Lord ELLENBOROUGH said, "If an unreasonable time is occupied in the operation of delivering beer from a brewer's dray into the cellar of a publican, this is certainly a nuisance. A cart or waggon may be unloaded at a gateway, but this must be done with promptness."

BY SECTION 28 of the Towns Police Clauses Act, 1847, every person having the care of any waggon, cart, or carriage, "who by obstructing the street wilfully prevents any person or carriage from passing" is liable to a penalty. By the same section, however, "every person who causes any sledge, truck or barrow, with or without horses, to stand longer than is necessary for loading or unloading goods" is liable to a penalty. These latter words seem to throw some light on the meaning of "wilfully." It is submitted that a person who stands only so long as is necessary to load or unload does not "wilfully" obstruct, or "wilfully" prevent any person or carriage from passing. The next point to be considered is whether this principle is affected by the fact that the carriage obstructed by the loading or unloading is a tramcar which must keep on the rails, and cannot diverge from its course in order to pass the stationary cart. Now section 50 of the Tramways Act, 1870, provides that, "If any person, without lawful excuse, wilfully does, or causes to be done, anything in such manner as to obstruct any carriage using a tramway" he shall be liable to a penalty. Hence no penalty can be inflicted if there is a "lawful excuse" for the obstruction. It may well be argued that the necessary loading or unloading in front of a man's premises is a lawful excuse, and that tramway owners have no superior rights in this respect to the rights of other owners of vehicles. It seems, therefore, that Mr. MONTAGU SHARPE is probably right in his view of the law; and if his decision stands, much trouble is probably in store for the tramway company. A speedy service of electric tramcars is no doubt a great convenience to the public, but where these great cars run at very short intervals in each direction through a narrow street of shops, very great inconvenience is caused to local tradesmen; and it is easy to understand the point of view of these tradesmen when they contend that the company should be compelled to widen the road if they are to run cars on double lines without interruption.

A LETTER upon *ad valorem* stamp duty, which we print elsewhere, illustrates the curious perversity of the official mind. An equitable mortgagee of leasehold property, upon the bankruptcy of the mortgagor, agreed to take over the property from the trustee at the sum—£650—at which he had valued it for the purpose of his security. The assignment duly recited the circumstances, which shewed the real consideration, and had the draftsman been contented with this, the deed would, of course, have been subject to an *ad valorem* duty of £3 5s. Unfortunately he went further; and since, in his view, the deed did not admit of £650 being stated as the consideration in the ordinary place, he followed an old practice and filled the gap by inserting a nominal consideration of 5s. Thereupon the officials at Somerset House gravely say that the actual consideration is £650 5s., and since the figure has run into another £50, a further 5s. is chargeable. Of course, everyone knows that the insertion of the nominal consideration is meaningless, and the officials, at any rate, ought to know that duty now depends on the real consideration as appearing from all the facts and circumstances set forth in the instrument, and not, as under the old law, on the consideration expressed. It is perfectly clear that the 5s. does not rank as an

actual money consideration, and that it is no part of the sum on which duty is payable. But in these cases the public and the profession are at the mercy of the department, and when a matter will not bear the expense of litigation there is no option but to pay. It seems that a nominal consideration is still of use where a term is created in favour of trustees (Elphinstone's Introduction to Conveyancing, 4th ed., p. 72), and we believe it is customary to insert it in transfers made upon a mortgage of shares; but for all other cases it should be treated as obsolete. Its insertion can do no good, and, as the present instance shows, it may sometimes do harm.

We recently referred (*ante*, p. 665) to the case of *Campbell Davys* v. *Lloyd* (*ante*, p. 670), in which the Court of Appeal repudiated the right of private individuals to go upon a man's land for the purpose of restoring a bridge over which there had been a public highway. The ground alleged for this right was that the non-repair was a nuisance which any member of the public was entitled to abate, but, unfortunately for the defendants, who appear to have acted with more public spirit than legal caution, the case of *Earl of Lonsdale* v. *Nelson* (2 B. & C. 302) has already established a distinction between the abatement of nuisances due to acts of commission and of nuisances due to acts of omission. In that case it was alleged that there was a public port within the manor of the plaintiff, and a certain ancient work necessary for the preservation of the port, and that the defendants entered to repair the work. The case went against the defendants partly on the ground of their omission to allege that they had occasion to use the port; but considerable doubt was expressed whether, except in one particular case, there is any right in the public to abate a nuisance caused simply by acts of omission. "Nuisances by an act of commission," said Best, J., "are committed in defiance of those whom such nuisances injure, and the injured party may abate them without notice to the person who committed them; but there is no decided case which sanctions the abatement by an individual of nuisances from omission, except that of cutting the branches of trees which overhang a public road, or the private property of the person who cuts them." As to this exception, reference may be made to *Lemmon* v. *Webb* (1895, A. C. 1), where the right to cut branches of trees overhanging an adjoining owner's property was affirmed. Of course it may be said that the admission of one such exception shews that the distinction is not a matter of principle, and that it must give way to considerations of convenience. But there are no pressing reasons for taking the construction of bridges out of the hands of the proper authorities, and at any rate—so the Court of Appeal have held—private individuals are not at liberty to commit a trespass for this purpose. The right to summarily abate a nuisance is one that should be exercised only in clear cases of wilful infringement of public rights.

It is often a matter of difficulty to determine, in a particular case, whether a defect of county court jurisdiction is capable of being waived by the parties. The decisions governing this subject are not always easy to apply to concrete cases, though they appear broadly to establish, as abstract propositions, that while a *partial* want of jurisdiction may be waived (see *Moore* v. *Gamgee*, 38 W. R. 669, 25 Q. B. D. 244) a *total* want of it cannot be cured in like manner. In the recent case of *Alderson* v. *Palliser*, the Court of Appeal reiterated another general principle on this subject—namely, that where the want of jurisdiction appears *upon the face* of the proceedings, neither the conduct nor the express consent of the parties can supply it. In that case, leave to issue a judgment summons out of the district of the county court in which the judgment had been obtained, was granted, and a committal order ultimately made, on an affidavit admittedly insufficient for the purpose, it not being in accordance with Form 52A, Appendix H, to the County Court Rules, 1889, which provide that "the application for leave shall be made upon affidavit according to the form in the Appendix" (ord. 25 r. 14*a*). It was, therefore, held, in accordance with *McIntosh* v. *Simpkins* (1901, 1 Q. B. 487 C. A.), that an adherence to this form was a condition precedent to the exercise of jurisdiction under section 5 of the Debtors Act, 1869, and that, under these circumstances, there was a sufficient disclosure on the face of the proceedings of the want of jurisdiction complained of, since, before the county court judge could legally make a committal order in such a case, he was bound, by statute, to have the prescribed affidavit before him. Without venturing to criticise this decision, we would point out that, while in the case under consideration no objection seems to have been taken to the defective character of the affidavit until after the making of the committal order, in *McIntosh* v. *Simpkins* (*supra*) the effect of waiver of jurisdiction was really not in question, as there the affidavit was objected to at the proper time.

The circumstances under which an order will be made by the High Court, for the removal thereto, by *certiorari*, under section 126 of the County Courts Act, 1888, of an action pending in the county court were considered by a Divisional Court in the recent case of *Re A Plaint in the Huntingdon County Court, The Urban District Council of the Borough of Godmanchester* v. *Hooley*. There the action sought to be removed was brought to recover expenses incurred by the plaintiffs (a highway authority) in repairing a certain highway, damaged, as alleged, by the defendant causing, by means of a traction engine, an excessive weight and extraordinary traffic to pass along it. The substantial question in issue between the parties being whether the plaintiffs had provided a road reasonably fit for all ordinary traffic, it was held that no case for the issue of a *certiorari* had been established, and that the county court was a competent tribunal to decide such a question. It cannot be too strongly affirmed that, though the section of the County Courts Act, 1888 (s. 126), which governs the subject of removal of county court actions to the High Court, provides that an order for the issue of a *certiorari* can be made "if the High Court, or a judge thereof, shall deem it desirable that the action shall be tried in the High Court"; yet, in practice, no such order will be made, in the absence of special circumstances indicating that the case is one of general public importance or of difficulty (see *Rees* v. *Williams*, 7 Exch. 51; *Longbottom* v. *Longbottom*, 8 Exch. 208; *Solomon* v. *London, Chatham, and Dover Railway Co*, 10 W. R. 59), and that, save at the instance of the Crown, the writ of *certiorari* is not granted as of course, but only *ex debito justitiæ*.

TRADE UNIONS AND CONSPIRACY.

It has been commonly supposed that *Allen* v. *Flood* (46 W. R. 258; 1898, A. C. 1) was a case of special importance. It was thought to raise generally the right of trade unionists to serve their own purposes by interfering with the business or occupation of persons who displeased them, and before arriving at a decision the House of Lords revived an almost obsolete practice and summoned eight of the judges to give their opinions. Of the eight, there were six who advised that there was a good cause of action against Allen, the representative of the trade union, and two who advised to the contrary. The House of Lords was itself divided, but the majority—Lords Watson, Herschell, Macnaghten, Shand, Davey, and James—agreed with the minority of the judges (Mathew and Wright, JJ.), and Lord Halsbury, C., and Lords Ashbourne and Morris were left in a minority. The short effect of the decision was that interference by A. with B. in his occupation is not actionable, notwithstanding that it is done maliciously—that is, with the object of benefiting A. at the expense of B., and that it results in actual damage to B. In *Quinn* v. *Leathem* (*Times*, 6th inst.), however, decided by the House of Lords on Monday, a gloss has been put on *Allen* v. *Flood* which deprives it of all effect so far as trade unions are concerned, and a principle has been laid down which, if adopted, would deprive all decisions of any utility except so far as regards future cases raising identically the same point.

Before proceeding further it will be convenient to state shortly the facts both in *Allen* v. *Flood* and *Quinn* v. *Leathem*. In the former case the plaintiffs Flood and Taylor were shipwrights

in the employ of the Glengall Iron Co. The boiler makers in the same employ, who were members of the Boilermakers' Union, objected to FLOOD and TAYLOR because the latter had on a former occasion worked in iron, and not, as they should have done on the boilermakers' contention, solely in wood. They determined, therefore, that FLOOD and TAYLOR should be dismissed, and ALLEN, a delegate of the union, waited on an official of the company, and represented that unless the obnoxious men were sent away the rest would go out on strike. FLOOD and TAYLOR, accordingly, were dismissed; and, as they were engaged by the day, this was effected without any breach of contract with them. The jury found that ALLEN had maliciously induced the company to discharge the men. In the House of Lords it was pointed out by several of the law lords who decided in favour of ALLEN's non-liability, that he had, in fact, very little to do with the dismissal; and that he merely represented to the company what the probable consequence would be if FLOOD and TAYLOR were not dismissed, a consequence over which he had himself no control. If this was so, the question of malice could hardly arise as against him, for the malice was in the boiler makers. ALLEN was only a well-intentioned intermediary trying to keep the peace. This is the view of the facts which is now said to have underlain the decision of the majority, and it is not surprising that against ALLEN there was no cause of action. "Truly," says Lord LINDLEY, "to inform a person that others, not under the control of the informant, will annoy or injure him unless he acts in a particular way cannot of itself be actionable, whatever the motive or intention of the informant may have been."

But while this view of ALLEN's conduct was suggested in the House of Lords, it was not the view incorporated in the verdict of the jury, nor—if we may say so, with due respect to the Lord Chancellor and his colleagues—was it the view on which the judgments of the majority were based. Certainly Lords WATSON and HERSCHELL — to mention no others — would not have expressed themselves with such minuteness and at such length had they thought that the case might be dismissed in this manner. Their judgments, it seems to us, proceed upon the supposition that ALLEN was not a mere intermediary, but that, whatever may have been his actual control over the unionists, he made statements which had the effect of procuring the dismissal of FLOOD and TAYLOR, and that, in so doing, he had interfered with these men in their occupation. Otherwise there was no reason for referring to *Keeble* v. *Hickeringill* (11 East 547 n), and to the alleged doctrine that every man is entitled to pursue his own business without interference. Moreover, if ALLEN was not the efficient means of procuring the discharge of the men, there was no object in discussing and over-ruling *Temperton* v. *Russell* (41 W. R. 565; 1893, 1 Q.B. 715). Really, however, the whole importance of the case lies in the fact that ALLEN was assumed to be the efficient means of procuring the discharge of FLOOD and TAYLOR, and that his intervention was malicious. Lord HALSBURY held that against such interference they were entitled to be protected. "I think," he said, "their right to employ their labour as they will is a right both recognized by the law and sufficiently guarded by its provisions to make any undue interference with that right an actionable wrong." Lord HERSCHELL insisted on the correlative right of every man to work as and with whom he pleased. "A man's right not to work or not to pursue a particular trade or calling, or to determine when, or where, or with whom he will work is in law a right of precisely the same nature, and entitled to just the same protection as a man's right to trade or work"; and Lord HERSCHELL failed to see in ALLEN's conduct towards the Glengall Iron Co. any coercion or intimidation of an unlawful nature. The company were informed what the unionists proposed to do, and they consulted their own interests by dismissing FLOOD and TAYLOR.

It is submitted, therefore, that the case of *Allen* v. *Flood* was decided upon the ground that ALLEN brought no *illegal* pressure to bear upon the company to induce them to dismiss FLOOD and TAYLOR, and that the resulting interference with these men was not actionable, notwithstanding that ALLEN was actuated by malice. Turning now to the case of *Quinn* v. *Leathem*, the facts may be shortly stated as follows: LEATHEM, who was a butcher at Lisburn, near Belfast, had been in the habit of supplying MUNCE, a butcher at Belfast, with meat to the value of £20 or £30 a week. QUINN and the four other defendants were officials or members of a trade union known as the Belfast Journeymen Butchers and Assistants' Association. LEATHEM employed some men who were not members of the union, and the unionists required that they should be dismissed. LEATHEM refused, and thereupon the unionists determined to strike at him through MUNCE. MUNCE was required to cease to take meat from LEATHEM on pain of having his workmen withdrawn. MUNCE gave way, and LEATHEM having lost the custom, brought the action against the defendants. Comparing this case with *Allen* v. *Flood*, it will be found that, but for one circumstance, they are practically identical. LEATHEM is in the place of FLOOD and TAYLOR; MUNCE of the Glengall Iron Co.; and QUINN and his co-defendants in the place of ALLEN. In the earlier case the unionists, by representing that workmen will be withdrawn, compel the company to discharge FLOOD and TAYLOR; in the later, the unionists by the same means compel MUNCE to cease to deal with LEATHEM. There were other circumstances in *Quinn* v. *Leathem*—notably the publication of a black list—which were not without their weight in the result, but the above are all that it is essential to state.

The point that differentiates the two cases is that in *Quinn* v. *Leathem* the statement of claim, in addition to charging the defendants with interference with LEATHEM and his customers, separately charged them with maliciously conspiring to do the acts complained of with intent to injure the plaintiff in his trade or business, and that he was so injured. Now whether conspiracy gives a cause of action is a question which was left unsettled by *Allen* v. *Flood*, and which was very proper to bring before the House of Lords; but it was hardly to be anticipated that that tribunal would start upon the consideration of it by withdrawing from *Allen* v. *Flood* a large part of what has hitherto been regarded as its legitimate effect. Indeed, if the principle laid down by the Lord Chancellor is to be accepted, it is difficult to see how any decision can be used as a guide except for a case raising identically the same point. "A case," he says, "is only an authority for what it actually decides. I entirely deny that it can be quoted for a proposition that may seem to follow logically from it. Such a mode of reasoning assumes that the law is necessarily a logical code, whereas every lawyer must acknowledge that the law is not always logical at all." That the law is full of inconsistencies and difficulties may be admitted, but this is perhaps the first time that it has been distinctly stated that a lawyer is not safe in advising his client according to logical conclusions from decided cases. How, upon such a theory, any reliable advice can be given at all it is not easy to say. But there is the theory, and it has been enunciated by the highest authority on the Bench.

Having regard to the treatment thus accorded to *Allen* v. *Flood*, it is not surprising that the decision in the present case hardly deals satisfactorily with the question whether the element of conspiracy renders actionable conduct that would otherwise not be actionable. The point was considered just after the decision in *Allen* v. *Flood* by DARLING, J., in *Huttley* v. *Simmons* (1898, 1 Q. B., 181), and it was held that if conduct was otherwise lawful, the fact that it was done by several in combination does not make it unlawful. This, indeed, seems to be a fair deduction from the *Mogul case* (40 W. R., 337; 1892, A. C. 25). "As a rule," said BOWEN, L.J., in the Court of Appeal in that case, "it is the damage wrongfully done, and not the conspiracy, that is the gist of actions in the case for conspiracy," and Lord HALSBURY said "If no legal right has been interfered with, and no legal injury inflicted, it is vain to say that the thing might have been done by an individual, but cannot be done by a combination of persons." This means, of course, that conspiracy is not in itself a cause of action, and it plausibly follows, from the *Mogul case* and *Allen* v. *Flood*, that conduct which is not actionable if done maliciously by one person is equally not actionable if done maliciously in combination by several.

But while this seems to be a fair conclusion from the cases, it is not a necessary deduction from them; and there seems no reason why the question should not have been fairly met without whittling down *Allen* v. *Flood*. Some attempt

to do this was made in the judgment of Lord LINDLEY. "It is said," he observed, "that conduct which is not actionable on the part of one person cannot be actionable if it is that of several acting in concert. This may be so when many do no more than one is supposed to do. But numbers may annoy and coerce where one may not. Annoyance and coercion by many may be so intolerable as to become actionable and produce a result which one alone could not produce." That is the very point; but, with deference, it seems to us that *Allen* v. *Flood* should have been accepted as shewing that conduct such as that in question is lawful if done by one, and the question whether several, by reason of their greater strength, are debarred from doing in concert what one may do alone should have been definitely settled. In favour of such a view there is much to be said, and sympathy is naturally elicited in favour of a man exposed to such persecution as LEATHEM suffered. But a satisfactory decision could not have been arrived at without carefully distinguishing the *Mogul case*. As it is, this latest decision will make it very difficult to state what effect is in future to be given both to *Allen* v. *Flood* and to the *Mogul case*.

CAN A SPECIAL POWER OF APPOINTMENT BE EXERCISED BY ANTICIPATION IN A WILL?

THAT a general power of appointment may be well exercised by a will executed previously to the creation of the power is now well settled law: *Boyes* v. *Cook* (14 Ch. D. 53) and *Airey* v. *Bower* (12 A. C. 263). But this rule appears to be the result of the joint operation of sections 24 and 27 of the Wills Act, which, by making a general devise or bequest operate as an execution of a general power, and by making a will speak from the death of the testator as to the property therein comprised, raises a legal presumption of intention to exercise an after-acquired general power. But these sections do not apply to special powers: *Re Wells* (42 Ch. D. 646) and *Re Williams* (*ibid*, p. 93). Accordingly, in attempting to give an answer to the question put above, one is driven back on the general law apart from the Wills Act. The point has never been authoritatively decided. An opportunity for its decision arose in the recent case of *Re Hayes* (reported elsewhere); but the court was able to decide that case on the simple ground of intention, and expressly declined to decide whether, as a matter of law, it is possible to exercise a special power of appointment by anticipation.

In *Re Hayes*, the question was whether a power to appoint a life interest in certain funds, created by a will dated in 1893, which came into operation on the death of the testator in 1895, was exercised by the will, dated in 1884, of the donee of the power (who died in 1899), which, after a gift of some pecuniary legacies, proceeded in these terms: "I give all the residue of the property over which at the time of my decease I shall have a disposing power" to trustees, upon trust to sell and invest and pay the income to the testator's wife for life. BYRNE, J. (1900, 2 Ch. 332) held that the power was not exercised, and, in giving judgment, drew attention to the statement in Farwell on Powers (2nd Edition, p. 226), to the effect that there is no case in the books in which it had been determined that the above-mentioned rule as to exercising general powers by anticipation applied to special powers, and pointed out that in the case of *Stillman* v. *Weedon* (16 Sim. 26) it was expressly held that a special power created by a document subsequent in date to the will purporting to exercise the power was well exercised by that will; but the learned judge also pointed out that that decision was professedly based on sections 24 and 27 of the Wills Act, a *ratio decidendi* which could not be supported in view of the later decisions on these sections (see *supra*). It is doubtful if the case of *Stillman* v. *Weedon* can be supported at all (see Sug. Pow., p. 307, 8th ed.). It certainly is not a clean decision in favour of the legal point in question.

In *Re Hayes*, before the Court of Appeal, it was strenuously urged by the appellants that there was no legal objection to the exercise of special powers by anticipation, as they were not in the nature of trusts (see *Re Radcliffe*, 1892, 1 Ch. 227). On the other side, dicta to the contrary of Sir JOHN ROMILLY in *Walker* v. *Armstrong* (21 Beav., at p. 305), and *Cowper* v. *Mantell*, (22 Beav. 223), and of WESTBURY, L.C., in *Thomas* v. *Jones* (1 De G. J. and S., at p. 78) were quoted. On this point the Court of Appeal said: "Nor is it, we think, necessary, to decide whether it is possible, as a matter of law, to exercise by anticipation a special power which has not been created till after the alleged exercise. For even if it were possible to do so, as to which see per ROMILLY, M.R., in *Walker* v. *Armstrong* (21 Beav., 305), and *Cowper* v. *Mantell* (22 Beav., 222)—it could only be deemed to be exercised in this case if an intention to exercise it could be fairly collected from the words of the will of HENRY HAYES, the younger, taken as a whole (see *Re Milner*, 1899, 1 Ch., 563)."

The question, therefore, still appears to be left open; but it is submitted that the effect of the judgment in *Re Hayes* is to cast a very serious doubt on the soundness of the *dicta* of Lord ROMILLY, and that the following proposition is a correct statement of the law as it now stands: The presumption must always be against inferring an intention to exercise a special power of appointment by anticipation, but this presumption may be rebutted by very special words in the will or by other special circumstances. To take an example. If a testator says: "Whereas I may have at the date of my death a power of appointing a certain fund to A. B., now I intend by this my will to exercise such power, and hereby appoint," &c., it is difficult to see why, if all that is required for the exercise of a power is a fair intention to exercise it (see *re Milner* (*supra*)), the above clause should not operate as a valid exercise of a power in favour of A. B., acquired by the testator between the date of the execution of his will and his death. Surely these words would, to use the language of the Lord Justices in *Re Hayes*, amount to "very clear indications in the language of the will to found an inference of intention to exercise such power." Of course, such a case can in practice seldom occur; but cases similar to *Re Hayes* may be of frequent occurrence, and in drawing wills it will be well to remember that a will, purporting to exercise all powers a testator may have at his death, will not operate as an exercise of a special power which is not in existence at the date of the will, unless there are "very clear indications in the language of the will to found an inference of intention to exercise such special power."

REVIEWS.

MARINE INSURANCE.

ARNOULD ON THE LAW OF MARINE INSURANCE. SEVENTH EDITION. By EDWARD LOUIS DE HART, LL.B., and RALPH ILIFF SIMEY, B.A., Barristers-at-Law. IN TWO VOLUMES. Stevens & Sons (Limited); Sweet & Maxwell (Limited).

The work of re-editing Arnould must have been no light task, and the editors are to be congratulated on the success with which it has been done. The ever-varying circumstances of maritime business are continually introducing new practices in business and new problems in the law; and, in spite of all possible compression, the present edition, it is stated in the preface, exceeds all previous editions by some 300 pages. With regard to the actual course of insurance business, the editors have wisely recognized the expediency of getting their information at first hand, and the work has been revised in this respect after personal interviews with business men in London and elsewhere. In order to be conversant with insurance practice it is also necessary to understand the constitution and methods of the mutual clubs by which so large a portion of marine insurance is at the present day undertaken, and an adequate account of these societies will be found in the chapter on "Different Classes of Insurers in Sea-Policies."

Early in the book the text sets out the common printed form of a Lloyd's policy—a form of club policy is given in the Appendix—and specifies the additional clauses which are usually inserted. The meaning of the clauses is then considered, the whole of this chapter—"Form and Contents of Sea Policies"—forming an excellent introduction to the subject. Chapter V.—"Of the Assured; Who may be Insured"—deals with a matter which has recently been brought into prominence by litigation arising out of the South African war. Originally, it seems, opinions differed as to the illegality of insuring the property of an alien enemy, but a hundred years ago strong views were entertained as to the impolicy of indemnifying an enemy, and Lord Ellenborough succeeded in establishing the rule that no insurance could cover a loss suffered by an alien enemy in the course of a war. In the recent case of *Driefontein Consolidated Mines* v.

Janson (*Times*, June 22) the loss took place before the outbreak of hostilities, and the majority of the Court of Appeal declined to stretch the doctrine to cover such a case. The course of business in sea insurance is detailed in Chapter VI., and the curious practice is explained under which the broker is debtor to the underwriter as regards premiums, and the assured is debtor to the broker. Consequently, the assured is only liable to the broker and not to the underwriter. On the other hand, the underwriter is directly liable to the assured for losses. The practice was, as the editors point out, recognized recently in *Universo Insurance Co. of Milan* v. *Merchants' Marine Insurance Co.* (45 W. R. 625; 1897, 2 Q. B. 93), and was held not to be confined to a Lloyd's policy, but to extend to a company's policy.

Among the more important matters which are treated with special fulness are insurable interest, warranties, express and implied, general and particular average, and constructive total loss, and on any of these the work will be found to be a mine of judicial precedent and actual practice. The chapter on insurable interest includes a useful discussion of re-insurance, a practice formerly illegal, but legal since 1864, and now very prevalent. To the discussion at p. 522 of the validity of the continuation clause in a twelve-months' time policy it will be necessary to note up a reference to the Finance Act of this year which expressly sanctions the clause. When the Marine Insurance Bill, which is printed in the preface, and which has this Session been re-introduced by the Lord Chancellor, becomes law, doubtless some modification of Arnould will be necessary, but till then the present edition will worthily maintain the reputation of the work.

TRADE MARKS.

THE LAW OF TRADE MARKS, TRADE NAMES, AND MERCHANDISE MARKS, WITH CHAPTERS ON TRADE SECRET AND TRADE LIBEL, AND A FULL COLLECTION OF STATUTES, RULES, FORMS, AND PRECEDENTS. By D. M. KERLY, M.A., LL.B., Barrister-at-Law. SECOND EDITION by the AUTHOR and F. G. UNDERHAY, M.A., Barrister-at-Law. Sweet & Maxwell (Limited).

This bulky volume is a testimony to the vast amount of law which has of recent years grown up round the subject of trade marks and trade names. The Patents, Designs, and Trade Marks Act of 1883, by allowing a trade mark to consist of "a fancy word or words not in common use," stimulated the ingenuity of manufacturers and vendors, and at the same time placed before the courts a question of no slight difficulty. Ultimately it was settled that a "fancy word" must be meaningless as applied to the article in question, and hence many words were held to be inadmissible on the ground that they were descriptive as well as fanciful in the ordinary sense. Thus *Compactum* was rejected as a trade mark for umbrellas, *Electric* for velveteen, *Reversi* for a game, and *Sanitas* for a disinfectant, though, by the adoption of a somewhat broader construction, *Bovril* was allowed to be registered. A full list of words rejected or allowed is given at pp. 170, 171. The Act of 1888, as is well known, was meant to make the task of selecting words easier, and instead of the requirement of "fancy words" a trade mark was allowed to consist of "an invented word or words," or "a word or words having no reference to the character or quality of the goods, and not being a geographical name." It was not, however, till the decision of the House of Lords in the *Solio* case (47 W. R. 152; 1898, A. C. 571) that the complete independence of these two clauses was recognized, and that invented words were freed from the qualification that they must not be descriptive. The result has been greatly to extend the scope of permissible trade marks, and the only question that now has to be considered is whether any proposed word is in fact an invented word or not. The recent rejection of *Uneeda* as an invented word shews that there is still room for difference of opinion, and even the phrase "word or words not to be found in any standard dictionary of spoken languages," proposed in Mr. Moulton's Trade Marks Bill, would probably not altogether avoid litigation.

Another matter to which full consideration is given in the present volume is the right of a man to trade under his own name. That there is no property in a mere name is illustrated by the recent case of the Countess Cowley. But it is different when the name has become associated with a particular class of goods, and the law so favours the vendor of the goods, that a rival trader who happens to have the same name may be debarred from using it. In most cases, as Mr. Kerly points out, there has been the element of fraud—that is, a deliberate attempt on the part of the defendant to pass off his goods as those of the plaintiff, and the right to relief can clearly be supported on this ground. But in the recent case of *J. H. Cash (Limited)* v. *Cash* (1901, 18 R. P. C. 213) there was nothing more than the similiarity of name, and the defendant was prohibited by Kekewich, J., from selling under his own name goods similar to those of the plaintiffs. The case, Mr. Kerly observes, as an actual decision, goes further than any other case on the point. The subject of trade marks depends so much upon judge-made law, that a full statement of the decisions is the chief requirement of the practitioner, and this Mr. Kerly has fully realized. The Appendix contains the statutes, precedents of forms on an application to register a trade mark, and of pleadings and orders in actions for infringement and passing off, and much other useful matter. Altogether, the book forms an excellent guide to trade mark law and practice.

BOOKS RECEIVED.

Ruling Cases. Arranged, Annotated, and Edited by ROBERT CAMPBELL, M.A., Barrister-at-Law; assisted by other Members of the Bar, with American Notes by LEONARD A. JONES, A.B., LL.B. (Harv.). Vol. XXIV.: Search, Warrant, Telegraph. Stevens & Sons (Limited). Price 25*s.* net.

Principles of the Common Law, intended for the Use of Students and the Profession. By JOHN INDERMAUR, Solicitor. Ninth Edition. Stevens & Haynes.

The Law Magazine and Review: A Quarterly Review of Jurisprudence. Vol. XXVI., No. 321, August, 1901. *Law Journal* Publishing Office.

Workmen's Compensation: A Popular Synopsis of the Acts and Cases. By T. J. CAMPBELL, M.A., LL.B, Barrister-at-Law. Second Edition, July, 1901. First Edition, December, 1900. Dublin: Hodges, Figgis, & Co. (Limited). Belfast: W. Mullan & Sons.

The State of the Criminal Law in Guernsey: A Crying Evil. A Plea for Truth, Justice, and Liberty. By PHILIPPE AHIER. Guernsey: Jersey Express Works.

CORRESPONDENCE.

THE INCORPORATED LAW SOCIETY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Mr. Turner's letter reminds me of the celebrated instructions to defend—"No case, abuse the plaintiff's attorney." Mr. Turner forgets that the question is not whether my criticisms of the Council of the Incorporated Law Society are in good taste, but whether the Council is doing its duty to the profession, which it assumes to represent, in the matter of compulsory registration of title.

It is almost certain that if the Council had been sufficiently in earnest the Act of 1897 would not have been passed. Now, instead of insisting on, and if necessary fighting for, an inquiry into the working of the Act, the Council meekly accepts a refusal by the Government to assent to an inquiry. If neither the President nor the Vice-President is prepared to do what is needful, there cannot be any difficulty in finding some one who would be willing to do so.

Solicitors were at one time a powerful body, and still are so if they choose to assert themselves. If a reversal of the policy of the Act were sought for, one could understand the refusal of the Government; but as only an inquiry into its working is asked for, the refusal to grant one is almost self-condemnatory. JOHN R. ADAMS.

66, Cannon-street, Aug. 6.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I agree in great measure with what Mr. Turner writes last week to you. I am convinced that the society does its best for the profession in many instances, and the profession should be very grateful to the many members of the Council who give up valuable time, and advice to assist, without any practical advantage to themselves. There always will be some discontented persons, but my inquiries satisfy me that the thoughtful members of the profession do not share the views of the more advanced propagandists, and would much regret to see them in power.

This is a matter, however, which I should be glad to see altered. It is at present extremely difficult to approach the Council or its officers effectively. I am a member of the society, and have always understood it would be ready to give advice to its members upon points of etiquette and every-day procedure. I must say I have been very much disappointed with the attention that has been given to two points I endeavoured to get assistance upon. An immense amount of formality was proposed, and detail involved, on a most simple question. I gave it up. I do think the higher officials should be more accessible to the members, and that all reasonable help on proper questions should be readily given. X.

Aug. 7.

AD VALOREM DUTY ON NOMINAL CONSIDERATIONS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—A creditor in bankruptcy held as security a deposit of deeds

of leaseholds by the bankrupt. The creditor valued his security at £650, and proved for the balance and received dividend on that.

Afterwards he agreed with the bankruptcy trustee to take an assignment of the leaseholds for the £650, and we prepared an assignment reciting the circumstances and inserted a nominal consideration of 5s. as paid to the bankruptcy trustee. On sending up the deed for stamping *ad valorem* £3 5s., the Inland Revenue return it, refusing to stamp it unless 5s. is paid *for the nominal consideration*, in short, added the 5s. *nominal* consideration to the real consideration and stamping as if an assignment for £650 5s. Did anyone ever hear of such a thing before?

It may be old-fashioned conveyancing to insert a nominal consideration at all, but the law is not to be changed on that account, surely.

It would be shameful to put us to the expense of an "adjudication" on such a trumpery point, but what must we do?

Aug. 6. CONVEYANCERS.

[See observations under "Current Topics."—ED. *S. J.*]

CASES OF THE WEEK.

Court of Appeal.

ALDERTON *v.* **J. & J. W. PALLISER.** No. 1. 2nd August.

COUNTY COURT—PRACTICE—PROHIBITION—JUDGMENT DEBTOR OUTSIDE DISTRICT—AFFIDAVIT ON APPLICATION FOR JUDGMENT SUMMONS—WAIVER—COUNTY COURT RULES, 1889, ORD. 25, R. 14A; APPENDIX FORM 52A.

Appeal by the defendants from a decision of the Divisional Court refusing to grant a writ of prohibition to the judge of the Penrith County Court, reported *ante* p. 617. The plaintiff had obtained, in the county court, judgment against the defendants for £15 7s. 4d., and on the 7th of December, 1900, the judge made an order that this sum should be paid by instalments. The order not having been complied with, in March, 1901, the plaintiff applied for leave to issue a judgment summons. Neither of the defendants resided, or carried on business, or was employed within the district of the county court, and consequently the case came within ord. 25, r. 14*a*. At the hearing the judge made an order for committal, although the affidavit in support of the summons was admittedly insufficient, in view of the decision in *McIntosh* v. *Simpkins* (1901, 1 Q. B. 487), to satisfy the rule. The defendants applied for a writ of prohibition, but Bucknill, J., refused at chambers to grant one on the ground that the defect in the jurisdiction of the county court judge had been waived by the defendants partly by a letter written by their solicitor after the judgment summons was issued, and partly by certain statements in a joint affidavit by the defendants in answer to the summons. The Divisional Court (Ridley and Bigham, JJ.) held that the defect could be, and had been, waived by the defendants, and affirmed the decision of Bucknill, J. The defendants appealed.

THE COURT allowed the appeal.

VAUGHAN WILLIAMS, L.J., said that it could not be denied that, according to the decision of the court in *McIntosh* v. *Simpkins* (1901, 1 Q. B. 487), an affidavit substantially in the form required by section 5 of the Debtors' Act, 1869, and the County Court Rules, 1889, was a statutory condition precedent to the jurisdiction of the county court. It was clear that the defect being apparent on the face of the proceedings, namely, in the affidavit, the jurisdiction was wanting. Was there then any reason why the writ of prohibition should not issue? It was said on behalf of the plaintiff that the want of jurisdiction had been waived, and *Jones* v. *James*, 19 L. J. Q. B. 257; *Jones* v. *Owen*, 5 D. & L. 669; *Mouflet* v. *Washburn*, 54 L. T. 16; and *Moore* v. *Gamgee*, 25 Q. B. D. 244, were referred to in support of the plaintiff's contention that in the present case the county court judge could have jurisdiction, and there had only been an irregularity in the proceedings which could be waived. Even assuming there had been a waiver by the parties, he was of opinion that a party could not waive the want of jurisdiction when that want of jurisdiction *ab initio* appeared on the face of the proceedings. *Farquharson* v. *Morgan* (1894, 1 Q. B. 552) was a clear authority for the view he took as to waiver. It was impossible to say, after the decision in *McIntosh* v. *Simpkins*, that a total absence of jurisdiction did not appear in this case on the face of the proceedings. The cases relied on by the plaintiff's counsel were all cases of irregularity which occurred in the course of the proceedings, and the proceedings were not void *ab initio* as here. The point taken by the defendant was not a mere technicality, but was one of substance, for a great hardship might be done a person who resided out of the jurisdiction by compelling him to go to the court and state his objections to the issue of the summons. The court therefore must be sure that the conditions precedent to the exercise of coercive jurisdiction had been fulfilled, and he entirely agreed with Lord Davey in *Farquharson* v. *Morgan* where he said that "the parties cannot by agreement confer upon any court or judge a coercive jurisdiction which the court or judge does not by law possess." The appeal would therefore be allowed and the writ of prohibition must issue.

STIRLING, J., in concurring, said he entirely agreed as to the great importance of seeing that in dealing with the liberty of the subject all the conditions precedent had been strictly observed.—COUNSEL, *Lowenthal; W. Whateley.* SOLICITORS, *I. Goldman*, for *A. V. Hammond*, Bradford; *Bower, Cotton, & Bower*, for *Scott & Allen*, Penrith.

[Reported by ERSKINE REID, Barrister-at-Law.]

Re **HAYES. TURNBULL** *v.* **HAYES.** No. 2. 9th July; 1st Aug.

POWER—SPECIAL POWER OF APPOINTMENT—WILL PRIOR TO CREATION OF SPECIAL POWER.

This was an appeal from a decision of Byrne, J. (reported 49 W. R. 21). By his will dated the 10th of June, 1893, H. Hayes, father of H. Hayes, the younger, empowered each child of his by his or her will or codicil to appoint the whole or any part of the yearly income of his or her share in the residuary estate under the will, for the life of his or her wife or husband, or for any interest determinable on or before the death of such wife or husband; and the testator directed that a sum of £4,000, raisable under the will, should be held upon the same or like trusts and powers as were declared with respect to the share of H. Hayes, the younger, in the residue, as if the same were there repeated. The said H. Hayes, the younger, by his will dated the 29th of December, 1884, after bequeathing certain legacies, gave all the residue of the property over which at the time of his death he should have a disposing power to trustees upon trust for sale and conversion, and directed the trustees to pay the yearly income arising from his trust estate to his wife for life or widowhood; but in case she should marry again, then he directed his trustees to pay her an annuity of £50, and he directed his trustees to stand possessed of his trust estate, subject to the aforesaid trusts, upon trust for his children as therein mentioned. On the 20th of March, 1893, the last named testator added a codicil to his will, whereby he appointed trustees and executors different to those in the will mentioned, and otherwise confirmed his said will. The testator, H. Hayes, the elder, died on the 19th of April, 1895; H. Hayes, the younger, died on the 8th of September, 1899, leaving a widow and children. An originating summons was taken out to determine whether the will of H. Hayes, the younger, operated as a valid appointment, under the power conferred upon him by the will of his father, to his widow. Byrne, J., held the power was not well exercised. The widow appealed.

THE COURT (RIGBY, COLLINS, and ROMER, L.JJ.) dismissed the appeal. Their lordships thought it quite clear from the authorities cited that the case was not within section 27 or section 24 of the Wills Act. The case, therefore, must be decided altogether apart from the special provisions of the Wills Act. There was, therefore, no legal presumption of intention. Nor was it necessary to decide whether it was possible, as a matter of law, to exercise by anticipation a special power which had not been created till after the alleged exercise. For, even if it were possible to do so, as to which see *Walker* v. *Armstrong* (21 Beav. 305) and *Cowper* v. *Mantell* (22 Beav. 222), it could only be deemed to be exercised in this case if an intention to exercise it could be fairly collected from the words of the will of Henry Hayes, the younger, taken as a whole: see *Re Milner* (1899, 1 Ch. 563). And in looking for such an intention in the case of a special power where the statute does not aid it, you necessarily start with a presumption against it when the will which is said to exercise the power has been made before the power came into existence. Further, in the case of a special power giving to the donee the right of determining in which of two or more directions a certain fund shall fall, even though the power could not be said to be strictly fiduciary, there is at the lowest a presumption that the donee could not have intended to exercise such a power at a time when he could not know the conditions or limitations imposed by the donor. It would require therefore very clear indications in the language of the will to found an inference of intention to exercise a special power under such circumstances. In the present case the words which were said to refer to the power and to show an intention to exercise it could not fairly be construed as disclosing an intention to exercise a non-existent special power. Taking the whole will together, the balance in their lordships opinion distinctly inclined against such an inference. At all events, there was no such clear preponderance in favour of the intention as to warrant their lordships in differing from the opinion of Byrne, J. The appeal therefore failed.—COUNSEL, *Upjohn*, K.C., and *A. Adams; H. Terrell*, K.C., and *D. D. Robertson.* SOLICITORS, *Bell, Brodrick, & Gray*, for *Buchannan & Sons*, Whitby.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

HILDESHEIMER *v.* **FAULKNER.** No. 2. 2nd August.

COPYRIGHT—INFRINGEMENT—SEPARATE OFFENCES—MINIMUM PENALTY—ONE FARTHING.

This was an appeal from a decision of Kekewich, J., reported 48 W. R., 682. The action was brought to restrain the infringement of a copyright by the defendants, and an injunction was granted restraining the defendants from selling or distributing prints of pictures, the copyright of which the plaintiff was the owner. An inquiry was directed to be made in chambers, how many copies of the pictures printed for the defendants had been put in circulation by them. The master, by his certificate, found that 1,012,600 copies of the pictures had been put in circulation by the defendants. By section 6 of the Fine Arts Copyright Act, 1862, it is provided that any person who infringes copyright under that Act, "for every such offence shall forfeit a sum not exceeding £10." The plaintiff took out a summons for the determination of the amount of the penalty to be paid by the defendants. The questions were:—(1) Whether the order for the printing of a million copies constituted a million offences or only one offence. (2) Whether, if each copy constituted a separate offence, the penalty should be fixed at one farthing for each copy put in circulation, which would amount on the whole to £1,054 15s. 10d., or whether it should be fixed at some smaller fraction of a penny for each copy. Kekewich, J., held that the plaintiff was entitled to a penalty for each copy circulated, and felt obliged to fix the penalty at a farthing for each copy. The defendants appealed.

THE COURT (RIGBY, COLLINS, and ROMER, L.JJ.) allowed the appeal. The defendants were technically within the section, and they had become liable for penalties in respect of a million copies of the pictures. It was admitted that there were a million offences, and that a million penalties had been incurred. The question was, At what rate were the penalties to be fixed? Section 6 spoke of a "sum" not exceeding £10. The penalty must be between £10 and something else. It was said that that something else must be a sum, and that a sum could not be that which had no equivalent in the coinage of the realm, and the learned judge had given effect to that contention, and held that he was bound to assess the penalty at not less than a farthing for each offence, though his own view was, if he had felt at liberty to follow it, that the aggregate amount of the penalties ought not to exceed £200. Was there, then, anything in the section which compelled the court to do that which would be a great injustice? The action was brought, not in respect of one infringement, but in respect of a million; there was one judgment and one sum was recovered, though it was assessed with reference to each offence. There was no question of levying more than one sum, and there was no necessity for the purpose of levying execution to assess any particular sum in respect of each offence The only reason for fixing a farthing as the minimum of damages was because execution could not be issued for less. But when there was no necessity to issue execution for that sum, there was no reason why the penalty should be limited with reference to a coin. In the present case the execution could be only for the aggregate sum, and there was nothing in the statute to prevent the court from giving an aggregate sum. It was suggested, though not pressed, that there was only one offence in the present case; but so to hold would involve overruling *Ex parte Beal* (L. R. 3 Q. B. 387), which their lordships thought was a right decision. The court was not bound to fix the penalty at a farthing for each offence. There was no reason in the words of the statute or in common sense for so doing. The judgment would therefore be reversed.—COUNSEL, *Warmington*, K.C., and *A. J. Walter*; *Warrington*, K.C., *C. A. Russell*, K.C., and *Hildesheimer*. SOLICITORS, *Cartwright & Cunningham*; *Rehders & Higgs*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

High Court—Chancery Division.

Re **MASTERSON. TREVANION** *v.* **DUMAS.** Byrne, J. 6th Aug.

WILL—GIFT OF RESIDUE TO A., HIS HEIRS OR ASSIGNS, WHERE A. PREDECEASES TESTATOR—PERSONAL ESTATE—SUBSTITUTION—INTESTACY.

This was a summons to determine a point arising on the construction of the will of the late Mrs. Amelia J. Masterson. Testatrix, by her will bearing date the 11th of July, 1877, gave and bequeathed the real and personal estate to which she should be entitled at her decease in equal shares for life to her sister, C. A. Masterson, and her brother, H. W. Masterson, the share of each to revert to the last survivor of the two for life, and after their decease testatrix, after giving certain legacies, continued: "And I devise the residue of my estate to be divided in equal shares between H. M. Edwards, his heirs or assigns; Mrs. Whately, her heirs or assigns; Mrs. Johnston, her heirs or assigns." Testatrix died in 1900 possessed of personalty only. Her brother, sister, H. M. Edwards, Mrs. Whately, and Mrs. Johnston had predeceased her. The point arose whether the next-of-kin of the persons taking absolute interests under the will took by substitution, or whether there was an intestacy.

BYRNE, J., held (following *Re Walton's Estate*, 8 De G M. & G. 173) that there was an intestacy.—COUNSEL, *Curtis Price*; *Lovett*, K.C., and *Methold*; *Brydges* and *Gatey*. SOLICITORS, *Fryer & Houle*; *Emmet & Co.*; *Mine & Herring*; *Smith & Co.*; *Kingsford, Dorman & Co.*

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

FOWLER *v.* **WHITE.** Byrne, J. 3rd August.

PRACTICE—MOTION FOR JUDGMENT—SHORT CAUSE—SUMMONS FOR DIRECTIONS—STATEMENT OF CLAIM—R. S. C. XXVII. 11; XXX.

This was a motion for judgment in an action for specific performance set down as a short cause. The plaintiff moved for judgment in default of a delivery of defence. The facts were as follows: The defendant having appeared to the writ, a summons for directions was taken out by the plaintiff. Before the master, the defendant's solicitor said that he did not require a statement of claim to be delivered, whereupon the master ordered "No claim. Defence within fourteen days" Defendant made default in delivering a defence. Notice of motion for judgment under ord. 27, r. 11, marked short, was served on the defendant's solicitor with copy of minutes of judgment annexed. These were returned to the plaintiff's solicitor endorsed with a consent to judgment in accordance with the minutes. The indorsement on writ referred to the agreement for sale. Counsel for the plaintiff moved for judgment under ord. 27, r. 11, and claimed to read the indorsement and the agreement for sale. He submitted that since ord. 30 came into effect it was not a condition precedent to judgment that a statement of claim should have been delivered or filed, since it was now for the master, and not for the parties, to say whether a statement was necessary and proper. He contended that the practice contemplated a motion for judgment in cases where no statement of claim had been delivered, and referred to the note on p. 340 of the Annual Practice, 1901. The cases in which statements of claim had been held to be necessary were cases where the defendant had not appeared: *Norman* v. *Norman* (1900, W. N., 159). Here the defendant had appeared, and had dispensed with a statement of claim, and the master had made an order accordingly. The object in "short" causes was to save expense, and here there was no need for a statement of claim, except to comply with the strict terms of ord. 27, r. 11, which should now, he submitted, be read in connection with order 30, and judgment given on the materials before the court.

BYRNE, J., held that under the rule he had no power to give judgment except upon a statement of claim. He had otherwise no materials before him. A statement of claim must be filed, or judgment obtained by consent. Subject to the plaintiff producing a consent brief to the registrar, there would be an order for specific performance, or the case must stand over for the master to give further directions for a statement of claim to be delivered.—COUNSEL, *Sidney Clarke*. SOLICITOR, *T. H. Mundell*.

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

Re **ALMS CORN CHARITY.** Stirling, L.J. 31st July.

CUSTOM—PROVIDING A CERTAIN QUANTITY OF CORN FOR USE OF PARISHIONERS—CUSTOM HELD GOOD IN LAW—LANDS ALLOTTED IN LIEU OF GREAT TITHES HELD SUBJECT TO CUSTOM—MORTGAGE OF SUCH LANDS WITHOUT DIRECT NOTICE OF THE CHARGE—MORTGAGOR NOT REQUISITIONED BY MORTGAGEE—FORECLOSURE—LIABILITY OF MORTGAGEE TO PAY CHARGE "NOTICE"—CONVEYANCING ACT, 1882 (45 & 46 VICT. C. 39), S. 3, SUB-SECTION 1 (2), AND SUB-SECTION 4, S. 13.

This case was originally heard some time back by Lord Justice Stirling, sitting as a judge of the Chancery Division before his elevation to the Court of Appeal, and an interlocutory judgment was then given. The case having recently been further argued on the question of "notice," his lordship again reserved his decision. The short point was whether the solicitors who prepared the mortgage in question ought to be deemed to have had notice of a charge to which the land had been found still to be chargeable by the learned judge within the meaning of section 3 (2) of the Conveyancing Act, 1882. The action was brought to establish the existence of an ancient parish custom of supplying a certain quantity of corn and barley each year for the use of the parishioners, and the facts were shortly these. The action was brought by the Charity Commissioners against a Mrs. Bode to establish that certain lands at Haddenham, in Buckinghamshire, were liable to a perpetual charge of one quarter of wheat and two quarters of barley every year for the benefit of the poor of the parish of Haddenham. The lands in question were, in the year 1312, appropriated by the Priory of Rochester, and under an Enclosure Act of George IV., passed in 1830, were allotted to the Dean and Chapter of Rochester in lieu of the great tithe of the parish, such tithe having been formerly liable to the payment of the charge now sought to be established. In 1866, by an Order in Council, the parsonage and rectory, with the parish church, &c., and the allotted lands were transferred to the Ecclesiastical Commissioners, who, in 1881, sold the greater part of the allotted lands to Henry Bode, the defendant's late husband, subject to all charges and duties thereon. Henry Bode died in 1892, having devised the lands to his widow, one of the defendants in the present action. The charge had, in fact, been satisfied by the tenant for the time being in occupation of the land alone for many years, and under this state of things the Ecclesiastical Commissioners conveyed the land to the late Mr. Bode, by whom, although he disputed his liability, the charge was regularly paid. In 1898, however, Mrs. Bode, as his successor, was sued by Mr. Lauchbury, the clerk of the parish council of Haddenham, who claimed on behalf of the parishioners a declaration that it was an ancient custom of the parish of Haddenham that the parson, as the owner of the great tithes of the said parish, and as a charge thereon, should keep within the said parish a common bull and a common boar for the common use of the kine and sows of the parishioners, at any time for the increase of calves and pigs within the said parish, and that the defendant, as the present owner of the land allotted in lieu of the great tithes, is bound to perform the said custom. The action was heard by Kekewich, J., and is reported in the T. L. R. 178. The learned judge decided that the custom was good, but that it had not been proved to his satisfaction that the liability to satisfy the charge had been transferred to Mrs. Bode, as the owner in fee of these particular lands. After this decision was given Mrs. Bode refused to satisfy the charge, and the custom fell into abeyance. In 1881 the property was mortgaged to a Miss Robertson, who having foreclosed, also refused to satisfy the charge, and thereupon the Charity Commissioners brought this action against Mrs. Bode and Miss Robertson, claiming a declaration that the land was subject to the charge. At the trial judgment was given for the Ecclesiastical Commissioners on the question of the existence of the custom, and an affidavit was ordered to be filed by Miss Robertson or her solicitors stating whether she had acquired the land with or without any notice of the charge. The affidavit having been filed in the negative, the point was taken on behalf of the Ecclesiastical Commissioners that had Miss Robertson or her solicitors requisitioned the mortgagor she would have received from him a statement that the land was subject to the charge, and that although there was no such statement made to her, the covenant that she as mortgagee would pay "all outgoings or charges, ecclesiastical or civil," should have put her advisers on guard, and, therefore, she must be taken to have, in fact, known of the charge, and could not, therefore, claim the benefit given to purchasers and certain other persons by section 3 (2) of the Conveyancing Act, 1882. With the exception of the above intimation of a possible tithe the deed contained no suggestion even that the present charge might be payable.

STIRLING, L.J., in giving judgment, said the question he had to decide was whether the covenant that the mortgagee "would pay all outgoings, ecclesiastical and civil," was to be taken as giving the mortgagee notice that there was a charge on the land, and lead him to make proper inquiries as to its character from the mortgagor. In his opinion it was.

In section 1 of the Conveyancing Act, 1882, "Purchaser" included "a lessee or mortgagee or other person, who for valuable consideration takes or deals for property," and therefore Miss Robertson was a purchaser within the meaning of that term as used in the Act. On her behalf it was argued that section 3 (1) applied, which enacted that a purchaser should not be prejudicially affected by notice of any instrument, fact, or thing unless (2) in the transaction in which a question of notice to the purchaser arises "it has come to the knowledge of his counsel as such or of his solicitor or other agent as such, or would have come to the knowledge of his solicitor or other agent as such if such inquiries and inspections had been made as ought reasonably to have been made by the solicitor or other agent" He had asked himself two questions. First he asked himself, ought inquiry to have been reasonably made in respect of the charge by the mortgagee; and he answered that question in the affirmative. Then he asked himself whether, if such inquiry had been made, it would have come to the knowledge of the mortgagee that the charge in fact existed. The answer to that was also "Yes." No doubt if a reasonable, though misleading, reply were given to a requisition, the purchaser was not bound to assume it was not correct and to push his inquiry further. But here it was reasonable to assume, if the question had been asked, a true reply would have been given. In the present case he thought the solicitors for Miss Robertson should have treated it as "notice." The decision given in *Jones* v. *Williams* (24 Beav. 47), and in *Jones* v. *Smith*, cited in that case, appeared to him to decide the present case. There the mortgagee was informed that there were charges affecting the property, and was cognizant of two only, and it was held that he could not claim to be a purchaser without notice of other charges, because he believed that the two which satisfied the word "charges" were all the charges on the property. He was bound to inquire whether there were any others. The conclusion he had come to was that the charge had been made out, and that the defendant was liable to pay it, and there must be a declaration that the mortgaged property had been taken subject thereto. He would make no order as to the costs, which were to be added to the security.—Counsel, *Vaughan Hawkins; R. J. Parker.* Solicitors, *The Treasury Solicitor; Peake, Bird, & Co.*

[Reported by Erskine Reid, Barrister-at-Law.]

AFLALO & COOKE *v.* **LAWRENCE & BULLEN (LIM).** Joyce, J. 31st July.

Copyright—Encyclopædia—Rights of Contributor and Publisher—Copyright Act, 1842, 5 & 6 Vict. c. 45, s. 18.

In the year 1896 the plaintiff, F. G. Aflalo submitted to the defendants, a firm of publishers, a scheme for producing an "Encyclopædia of Sport." The plan was adopted after some negotiation, and on the 10th of July an agreement was entered into under which (1) the defendants were to publish the work and to bear the costs; (2) the preface was to state that the scheme of the work had been suggested by Aflalo; (3) the defendants were to pay Aflalo the sum of £500 for editorial services; (4) the expenses of the plaintiff Aflalo were to be reimbursed to him; (5) the plaintiff Aflalo was to contribute articles to the extent of 7,000 words and any unsigned articles that might be required without further remuneration; (6) the defendants were to supply an assistant editor; (7) Aflalo was to be allowed to pursue his literary work, provided it did not interfere with his duties as editor; (8) the defendants might discontinue the publication upon certain terms. The encyclopædia was published in parts, and was completed in 1899. The plaintiff Aflalo, contributed, under the terms of the agreement, an article on "Sea Fishing;" and the plaintiff Cooke, at the request of Aflalo, wrote three articles on "Coarse Fish," "Pike," and "Trout" respectively, for which he received payment from the defendants at the rate of £2 a thousand words. Copyright was registered by both parties; in the Encyclopædia by the defendants, and in the articles by the plaintiffs. The defendants subsequently published an encyclopædia of sport for young sportsmen, which they called "The Young Sportsman." This work, which consisted almost entirely of articles taken from the Encyclopædia of Sport, contained the above mentioned articles contributed by the plaintiffs, whose consent had not been obtained. The plaintiffs sought to restrain the defendants from so publishing the said articles, on the ground that the copyright was in them. The defendants claimed that the copyright was in them. The question turned upon section 18 of the Copyright Act, 1842, 5 and 6 Vict., c. 45, whether the articles were composed on the terms that the copyright should belong to the publisher of the Encyclopædia.

Joyce, J.—His lordship, after reading section 18 of the Act, said it is perfectly true that where the publication is of a peculiar nature, or there is something special in the terms of the employment of the person contributing the articles, the court has determined that it is not necessary that there should be a special stipulation in terms between the contributor and publisher that the copyright should belong to the publisher. Here there is an encyclopædia of the nature contemplated by the Act. As regards Cooke, there is no term or circumstance in the mode of his employment from which the court could infer anything to alter the ordinary circumstances as between publisher and contributor. As regards Aflalo, the circumstances are, if anything, rather in his favour. In addition to editing the work he is to write 7,000 words and the unsigned articles without extra fee. I therefore decide the case on the short ground that I see no special circumstances in the nature of the work or the terms of the employment which lead one to infer that the copyright was intended to be in the publisher. His lordship granted an injunction and an inquiry as to damages.—Counsel, *Hughes*, K.C., and *R. J. Parker*; *Younger*, K.C., and *T. L. Gilmour*. Solicitors, *Field, Roscoe, & Co*; *Dixon, Elkin, & Dixon.*

[Reported by H. Claughton Scott, Barrister-at-Law

Solicitors' Cases.

Re **COLLYER-BRISTOW & CO.** C. A. No. 1. 2nd August.

Costs—Solicitor—Bill of Taxation—Umpire's Award—Costs in Connection with the Preparation of Award Under the Lands Clauses Acts—Costs of Solicitors for Umpire—Payment by Party taking up Award—Right of Party to an Order for Taxation as Between Solicitor and Client in Chancery Division—Solicitors' Act, 1843, s. 38 and 41.

Appeal from an order of Phillimore, J., at chambers, affirming an order of Master Chitty directing the taxation of a firm of solicitors' bill of costs in connection with the preparation of an award under the Lands Clauses Acts The Lowestoft Water and Gas Co. had served upon Sir Savile Crossley notice to treat for the purchase of land under the Lands Clauses Acts, and each party appointed an arbitrator, and the arbitrators appointed a lay umpire. The arbitrators having differed the umpire made his award. In drawing it up he employed the solicitors, Messrs. Collyer-Bristow & Co., and notice was given to the parties that the award was ready, and could be taken up on payment of £107, being the fee and legal expenses of the umpire. The Lowestoft Water and Gas Co. paid the umpire his fees and took up the award. The umpire awarded the sum of £4,119, and the award directed the company to pay to Sir Savile Crossley his costs of the reference and the costs of the award, including the fees of the arbitrators and those of the umpire, and, in addition, the costs and expenses of, and incidental to, preparing and perfecting the umpire's award. In drawing up the award, Messrs. Collyer-Bristow & Co. had consulted counsel, and the award was drafted by counsel. The Lowestoft Water and Gas Co. took out a summons to tax the solicitors' bill of costs as between solicitor and client. The master and the judge at chambers made the order to tax, and from that order the solicitors now appealed. It was argued for the solicitors that there was no jurisdiction to order their bill to be taxed under section 38 of the Solicitors' Act, 1843, as the bill was but a mere item in a larger bill of costs which the company would have to pay to Sir Savile Crossley, and which they could have obtained an order to tax as between party and party. The company could not pick out one item and apply to have that item taxed as between solicitor and client, and thus impose on the solicitors the burden of having to pay the costs of the taxation if one-sixth were taxed off, and *Re Cowdell*, 52 L. J. Ch. 246, was cited. Moreover, this bill of costs had been already paid, and there were no special circumstances which entitled the company to have a paid bill taxed. Lastly, it was said the work done was not work done in any court of law or equity, and the taxation must therefore take place, if at all, in the Chancery Division—*Re Pollard*, 20 Q. B. D. 656; *Wombwell* v. *Barnsley Corporation*, 36 L. T. 708.

The Court having heard counsel for the respondent company on the one question whether the taxation should not take place in the Chancery Division, gave judgment dismissing the appeal, but varying the order by directing the taxation to take place in the Chancery Division.

Vaughan Williams, L.J., said the bill in question was not the bill of costs of one of the parties to the *lis*, but was the bill of costs of the umpire's solicitors. That was a bill which ought to be taxed as between solicitor and client, for he thought this case came within the very words of section 38. Although these costs were paid before the order for taxation was applied for, there were ample special circumstances justifying the making of an order to tax, because at the moment when the award was taken up it was impossible to say what was the effect of the award. Although the application to tax to the King's Bench Division was irregular, still there was jurisdiction in that division to make an order for taxation, and in these circumstances the only thing that was now necessary to be done was to make the same order as was made in *Re Pollard*—namely, that the taxation should take place in the Chancery Division.

Stirling, L.J., pointed out that in order to obtain the award it was necessary for the company to pay the fee and legal expenses of the umpire. By so doing they had brought themselves within the very terms of section 38 of the Act of 1843. The application for taxation of the bill by the party chargeable must necessarily be for taxation of the bill of costs as between solicitor and client. The decision in *Re Cowdell* was not applicable to the present case It was then said that the bill had been paid, that there were no special circumstances within the meaning of sections 38 and 41 of the Act of 1843, and that therefore no order to tax ought to be made. The position, however, was this: As between the umpire and his solicitors no payments had been made by the umpire, so far as appeared. The company made the payment at a time when they did not know what were the provisions of the award as to costs. It would have been impossible for them to have made an application for taxation when taking up the award. That was sufficient to justify the order for taxation. On the authority of *Re Pollard*, he thought that the taxation ought to take place in the Chancery Division. He added that if there was a party and party taxation proceeding under the Lands Clauses Acts in the King's Bench Division, he thought it would be proper for the master who was taxing the costs in that division, and who had seisin of the whole case, to deal with the whole matter. Here the question was raised on the bill of costs of the umpire's solicitor only, and therefore that bill of costs ought to be taxed in the Chancery Division.—Counsel, *Ernest Pollock; C. Herbert Smith.* Solicitors, *Collyer-Bristow, & Co.; Williams & James*, for *Worship & Rising*, Great Yarmouth.

[Reported by Erskine Reid, Barrister-at-Law.]

SOLICITORS ORDERED TO BE STRUCK OFF THE ROLLS.

August 7—Albert Allen Hope (Harlesden, Middlesex).
August 7—William George Watson (109, Marylebone-road, London).
August 7—Fitzgerald Lucius O'Brien (99, St. George's-road, London).
August 7—Charles Eagle Garrard.
August 7—Arthur Henry Halford.
August 7—Henry Watson.
August 7—Frederic Deakin.

NEW ORDERS, &c.

TRANSFER OF ACTION.

ORDER OF COURT.

Tuesday, the 30th day of July, 1901.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice Kekewich (1901—L.—No. 1,505).

Lodden Valley Goldfields, Limited v The Standard Exploration Company, Limited.

HALSBURY, C.

LAW SOCIETIES.

THE INCORPORATED LAW SOCIETY.

ANNUAL PROVINCIAL MEETING.

The following circular has been issued:

I have to inform you that the Council have accepted an invitation to hold the twenty-eighth annual provincial meeting of the above-mentioned society at Oxford. It will accordingly be held in that town on Tuesday and Wednesday, the 8th and 9th October next, and the proceedings will, it is expected, be as follows:

TUESDAY, the 8th OCTOBER.—Members will meet at the Sheldonian Theatre at 11 a.m., when the Right Honourable Sir Henry Fowler, M.P., the President of the Incorporated Law Society, will deliver his address. This will be followed by the reading and discussion of papers contributed by members of the society. The meeting will adjourn from 1.30 to 2.30 for luncheon, and close at 4.30. In the evening there will be the usual dinner, which will be held either at the Town Hall or in the hall of one of the colleges, according to the number of applications received. Tickets will be 25s. each.

WEDNESDAY, the 9th OCTOBER.*—The meeting will be resumed at 11 a.m., when the reading of papers and discussion thereon will be continued. The meeting will adjourn from 1.30 to 2.30 for luncheon, and close at 4.30 as before. In the evening there will be a conversazione with music, at the New University Schools upon the invitation of the Berks, Bucks, and Oxon. Incorporated Law Society.

THURSDAY, the 10th OCTOBER.—Excursions will be made either (1) to Woodstock to view Blenheim Palace and Gardens, by kind permission of His Grace the Duke of Marlborough, or (2) by river to Abingdon, calling at Nuneham on the return journey, by kind permission of Mr Aubrey Harcourt, to view the house and grounds. Tickets for either excursion will be 5s. each, inclusive.

Each member will be entitled to take a lady to the above entertainments and excursions except the dinner.

Should you propose to attend the meeting, I shall be obliged if you will signify your intention, on or before the 24th day of August, to Mr. Philip Morrell, 1, St. Giles's-street, Oxford, hon. secretary of the reception committee, from whom information as to hotels and apartments may be obtained. Applications for tickets for the dinner and excursions (mentioning which excursion is desired) must be made to the hon. secretary, not later than September 13th, and must be accompanied by a remittance in each case.

The Council will be glad to receive communications from members willing to read papers at the meeting.

Should you contemplate favouring the Council with a paper, I am desired to ask you to let me know the subject of it on or before the 24th August. The Council will then consider the subjects proposed, and select such as in their opinion are the most suitable for discussion at the meeting, and will intimate their opinion to members in time to enable them to prepare their papers.

Those members whose papers are not among those selected may, nevertheless, prepare and submit them, and they will be read and discussed should the time at the disposal of the meeting suffice.

Subject to the control of the President of the Incorporated Law Society, each member attending the meeting will be at liberty to speak and vote upon any matter under discussion, but all resolutions expressive of the opinions of the meeting will be framed in the form of recommendations or requests to the Council to take the subjects of such resolutions into their consideration.

* The Annual General Meeting of the Solicitors' Benevolent Association will be held at the Sheldonian Theatre on Wednesday, the 9th of October, at 10 a.m.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, on the 7th inst. Mr. William Frank Blandy (Reading) in the chair, the other directors present being Messrs. Grantham R. Dodd, J. Roger B. Gregory, Samuel Harris (Leicester), Sir George H. Lewis, Henry Manisty, F. Rowley Parker, Richard Pennington, J.P., Maurice A. Tweedie, and J. T. Scott (secretary). A sum of £700 was distributed in grants of relief, fifteen new members were admitted to the association, and other general business transacted.

MEMBERSHIP OF THE INCORPORATED LAW SOCIETY AND ELECTION TO THE COUNCIL.

THE following appears in the July Registry of the Incorporated Law Society:—

The following circular has recently been issued to the Provincial Law Societies:—

The Council have recently had under consideration the following questions, viz.—

(I.) Whether any, and, if so, what steps should be taken to secure that practising solicitors shall be members of the society, and whether with, or without exception.

(II.) What, if any, additional powers shall be conferred on the society of regulating the entrance into the profession.

(III.) Whether any amendments are expedient in the constitution of the Council and in the mode of election to and retirement from the Council.

Before arriving at any final decision upon these questions, the Council invite an expression of the views of the Provincial Law Societies, and this Memorandum is prepared in order to put before them the various suggestions which have been made.

I.

This subject has been before the society for many years, as the following extracts will shew:—

From a paper read by Mr. F. T. Bircham at Liverpool, in 1875: "To me it appears that the Incorporated Law Society will not be what it ought to be until every fitly qualified member of the profession shall have joined it—shall have entered into its fellowship, given it his aid and influence, accepted its control—and thus done his part in regulating and helping and elevating the class to which he belongs."

From a paper read by Sir H. W. Parker in London in 1887: "No doubt if all solicitors on the roll became members of the society, it would follow that the whole body of the profession would elect the members of the Council. The number of representatives on the Council to be selected from London practitioners and the number to be selected from country practitioners would be a matter for consideration hereafter. If this fusion of the whole profession with the society were accomplished, we should have achieved that which has been so long desired—namely the unity of the profession—and the society in London, acting in the name of the whole body of the profession, would speak with redoubled authority, and the influence of the society would be very materially advanced."

In the discussion that took place on Sir H. W. Parker's paper, Mr. Melvill Green, of Worthing, suggested that there should be some such arrangement as existed in the medical profession. He suggested that every solicitor should be compulsorily a licentiate of the society without subscription, and that after three years he should be at liberty to become a member, paying a subscription and being entitled to the privileges of membership.

The following resolution was passed at the meeting: "That the Council be requested to consider whether the whole profession can be brought into union with the Incorporated Law Society by the institution of licentiates, members and fellows, as was done by some other bodies, every solicitor being *ipso facto* a licentiate."

At the Provincial Meeting at Plymouth in 1891 the following resolution was carried by a small majority: "That the Council be requested to consider at an early date the best way of providing that all members of the profession shall be members of the society."

In a paper read by Mr. Godden at Liverpool, in 1895, there is the following paragraph: "As regards compulsory membership, which has sometimes been suggested, it may be remarked that for the last seventy years the society has been an entirely voluntary association. During that long period a succession of presidents and members of the Council have been found ready to serve voluntarily, and the society now comprises a majority of practising solicitors voluntarily enrolled. There may perhaps be reason to fear that the vital energy of the society might be impaired if this voluntary element were lost. The great guilds and associations of the past have owed their vigour and their wealth to voluntary action and liberality, and the Incorporated Law Society, encouraged by the record of the last seventy years, may do better to trust to the same spirit of common interest and voluntary effort; and, having attained to its present strength, to rely on the profession to provide all necessary funds."

The following schemes have been submitted to the Council—

A.

1. Every solicitor who has taken out an annual practising certificate shall, so long as he holds such certificate, be and continue a member of the society, and no other qualifications, and no election, shall be necessary.

2. In lieu of the sum of 5s. now paid for every annual practising certificate issued by the registrar, there shall be paid to the registrar the sums

following, that is to say, for every certificate to practise within ten miles from the General Post Office in the City of London, the sum of two guineas, and for every certificate to practise beyond that limit the sum of one guinea, provided that for every certificate issued to a solicitor who has been admitted or enrolled, or has carried on business for less than three years, one-half of the above respective sums only shall be paid to the registrar.

3. The Council shall entertain any complaint that a member of the society has been guilty of conduct unbecoming a member of the society; and if the Council shall, after due inquiry, be of opinion that such complaint is well founded, they may admonish the member complained of, or may embody their opinion in the form of a report to the High Court of Justice, and thereupon it shall be the duty of the society to bring such report before the court, who may make such order thereon as to the court may seem fit.

B.

1. Every solicitor should be obliged to pay a moderate subscription, and should on being admitted become a member of the society.

2. If a solicitor breaks the bye-laws or conducts himself in a manner which merits expulsion, but which is not so disgraceful as to bring him within the Act of 1888, let him be expelled from the society or suspended, and his name appear in the law list with a mark against it, or in a different place. This would be a disgrace equal to expulsion by a circuit bar from the bar mess, as is the practice when something has been done bad—but not bad enough for disbarring. Of course there should be an appeal.

C.

1. In future every solicitor on applying for admission should be required to pay to the society a fee of £1, and the payment of this sum should constitute him a member of the society, but without any right of voting, or any other privilege until he should elect to become a subscribing member of the society, and pay a subscription of such an amount as may be prescribed from time to time.

D.

1. All persons entering the profession after a date to be fixed should become *ipso facto* members of the society, and be liable to pay the annual subscription.

2. The power to exclude members from the society for unprofessional conduct should be retained, but the liability to pay the subscription should remain after exclusion unless the member be also struck off the Roll.

II.

With regard to the second question, it has been suggested that—

1. The society should endeavour to get additional powers for regulating the entrance into the profession. In support of this suggestion it is said that the society has at present, under the Solicitors Act, 1877, power, as part of the final examinations, to inquire into the moral character of a candidate, so that it would not be an entirely new departure if a solicitor wishing to take an articled clerk had to satisfy the society of the fitness of himself and of the proposed clerk. Before a student can be admitted at an inn of court he must obtain certificates from two barristers of five years' standing, who are instructed to satisfy themselves by personal inquiry that the candidate is a proper person to be admitted a student with a view to call to the Bar. It is also urged that the control of the number and class of articled clerks and of the solicitors taking them would be to the advantage of the profession and the public, both being interested in raising the general standard of the profession, and that solicitors' charges being regulated by law, the objection usually made to ring and monopolies would not apply.

2. The society might also require a substantial payment for its licence, part of which might go to an education fund and the balance to a benevolent fund. It is to be noted that the society of writers to the signet in Scotland require a payment of £132 1s. to the society fund and of £50 to the widows' fund when articles are entered into, and a further payment of £60 on admission, and that the society of solicitors in Scotland require entrants to pay £65 to the general fund and £35 to the widows' fund.

III.

As regards the constitution of the Council and the mode of election to and retirement from the Council, two schemes have been submitted—

1. It is proposed to render a member of the Council ineligible for re-election for one year from the date of the annual meeting next after the termination of each seven years' service. So that a member would be ineligible for election the eighth, sixteenth, and twenty-fourth years, reckoning from his original election. A similar scheme is said to work well in the large provincial society of Liverpool. It is also said that it would give an increased circulation of members without depriving the Council of the valuable service of presidents and past presidents in any degree. It might be put in operation at once or be deferred for a few years. There would be excepted from its operation any member nominated as president or vice-president, the chairman of the Finance Committee, and members of the Statutory Committee.

On the other hand, it is said that the effect of the scheme would be to deprive the Council each year of experienced members and to substitute inexperienced, as well as to interrupt the continuity of service at a time when it may be very inconvenient in its effect on the business of the Council. If these members were elected again after a year's exclusion, the theory of circulation of new members must be abandoned.

2. It is proposed to constitute past presidents *ex-officio* members of the Council, not subject to retirement by rotation.

It is alleged in favour of this scheme that when an elected member of the Council has served for several years, and has filled the office of president, it must be to the interest of the profession that the Council should thereafter have the benefit of his knowledge and experience, and that he ought not to undergo the ordeal of re-election, or be placed in competition with new candidates.

Assuming twelve as an average number of past presidents, the number of elected members of Council would be reduced by twelve, and the number retiring each year would be correspondingly reduced, say, by three.

Each year there must, on this assumption, be at least one vacancy among elected members caused by the president for the year passing into the *ex-officio* class, and this would mean one new member against seven old members seeking re-election, instead of against ten as at present.

There would, of course, be additional vacancies caused by the death or retirement of members who have not passed the chair, but it is argued that the jealousy now felt by possible candidates and their friends against long-lived past presidents would be done away with. The scheme would in all probability leave the actual number of new members elected to the Council much the same as at present. It may be mentioned that a similar scheme is in operation in the Surveyors' Institution with satisfactory results.

It is argued against this scheme—

1. That it creates a third class in the Council.

2. That it withdraws all past presidents from election, and thus diminishes the control of the society over the Council.

Should it be adopted, it could be carried out by an alteration in the Bye-laws, provided the number of the Council be not more than fifty or less than twenty, exclusive of existing members.

The Council have postponed the consideration of a Report embodying the several suggestions above referred to until after the views of the Provincial Law Societies have been ascertained.

LEGAL NEWS.

APPOINTMENTS.

Mr. John Bruce Williamson, barrister, has been appointed a Revising Barrister on the North-Eastern Circuit. Mr. Williamson was called to the Bar in 1887.

Mr. Paul Strickland, barrister, has been appointed a Revising Barrister for the county of Middlesex. Mr. Strickland was called to the Bar in 1888.

Mr. W. F. K. Taylor, K.C., has been appointed Recorder of Bolton in the place of Mr. Samuel Pope, K.C., deceased.

INFORMATION REQUIRED.

Henry Harington Leigh, deceased.—Anyone having the will of the above-named is requested to Communicate with Mr. J. D. Langton, 2, Paper-buildings, Temple, E.C.

CHANGES IN PARTNERSHIP.

Dissolution.

Edward Nevinson and Lyonell Barlow, Solicitors (Nevinson & Barlow), Malvern. July 31. [*Gazette*, August 6.

GENERAL.

It is stated that Sir Frances Jeune, President of the Probate and Divorce Division, having finished his list of cases, has gone abroad.

The judicial members of the House of Lords rose for the Long Vacation on Monday last, and no further House of Lords appeals will be proceeded with until the beginning of November next.

On Tuesday the President of the Court of Appeal of Formosa came into the Court of Appeal, and, after being introduced by Master Mellor to Lords Justices Vaughan Williams and Stirling, sat for some time listening to the proceedings.

The Master of the Rolls (says the *Globe*), who is absent from the Court of Appeal, had his health injuriously affected by the recent hot weather. He is determined that the atmospheric condition of his court shall not again compel him to be absent from his judicial duties. A small electric fan has just been fitted above his chair.

At the Assizes (says the *St. James's Gazette*) a man was found guilty of murdering another, at Tipperary, by striking him over the head with a blackthorn. The judge asked him the usual question, if he had anything to say why sentence should not be passed upon him. "Well, my lord," answered the prisoner at the bar, "all I can say is, a man with such a thin skull as that had no business at Tipperary Fair."

Mr. Justice Ridley and his brother Bucknill are (says the *Daily Telegraph*) presumably safe from attack in connection with the adventure of which they were the innocent heroes. If the lady bicyclist sought to recover damages from both or either of these learned judges, they or he would plead (1) that the carriage, the coachman, and the horses concerned in the disaster were the property, and under the control of, the High Sheriff, and (2) that a judge travelling on circuit represents the Sovereign, and is therefore not amenable to the law. Both propositions would doubtless avail them.

Mr. Justice Kennedy was (says the *Globe*), engaged the other day in trying an action brought by a cucumber-grower against a seedsman, and the judge's and counsels' desks presented a tempting array of "exhibits." The presence of these cucumbers was the occasion of much jocularity in court, especially about luncheon time. One of the counsel is reported to have predicted that, whatever the verdict of the jury might be, the cucumbers would feel very much "cut-up" when the trial came to an end.

It appears from the report of the Commissioners in Lunacy for 1900 that the total number of lunatics of whom the Commissioners had notice was, on the 1st of January, 1901, 107,944. This was an increase of 1,333 for the year 1900, as against increases of 1,525 in 1899, and 3,114 in 1898. As the average annual increase for the last five years has been 2,300, the increase in 1900 must be considered small. As compared with the figures for the previous year, the statistics of 1900 show that the number of patients in county and borough asylums, registered hospitals, and Broadmoor Criminal Lunatic Asylum, and of "single patients" increased, while the number of those in licensed houses, naval and military hospitals, metropolitan district asylums, and workhouses, including those who were out-door paupers, diminished.

We have received the programme of the twenty-fourth annual meeting of the American Bar Association, which will be held at Denver, Colorado, on Wednesday, Thursday and Friday, the 21st, 22nd, and 23rd of August, 1901. The president's address will be delivered by Edmund Wetmore, of New York, communicating the most noteworthy changes in statute law on points of general interest, made in the several States and by Congress during the preceding year, and there will be papers by Richard C. Dale, of Philadelphia, Pennsylvania, on "Implied Limitations upon the Exercise of the Legislative Powers"; by Charles J. Hughes, Jr., of Denver, Colorado, on "The Evolution of Mining Law"; by Charles E. Littlefield, of Rockland, Maine, on "The Insular Cases"; by Henry D. Estabrook, of Chicago, Illinois, on "Alexander Hamilton as a Lawyer"; and by Platt Rogers, of Denver, Colorado, on "The Law of New Conditions, Illustrated by the Law of Irrigation."

At the Bow-street police court, on Tuesday, Charles William Inman was charged, on remand, with the misappropriation of money belonging to clients. It appeared that a widow named Mrs. Keucher, who desired to realize some cottage property at Edmonton, was introduced to Inman, who negotiated the sale of the cottages to a Mr. Antoine for £1,200, of which £500 was to be paid in cash, the balance remaining on mortgage. In November, 1897, Antoine attended at Inman's office and paid the £500 in gold. The prisoner then suggested to Mrs. Keucher that she should invest £100 with a client of his on mortgage. She was persuaded into doing this, and received a receipt for the money. No mortgage was ever given to her. Of the £700 remaining on mortgage, £200 were paid off, leaving £500 still owing at the end of 1898. Mrs. Keucher then desired to leave England, and she according instructed Inman to give notice that the £500 was to be paid off. He did so, and arranged for the mortgage to be transferred to a building society, from whom he received a cheque for £500. This he paid into his own banking account, and, although Mrs. Keucher repeatedly applied for her money, all she received was small amounts by way of interest. As she could not obtain her money she was obliged to go into domestic service. The prisoner was committed for trial.

In the reports of decisions in the Courts of Ceylon in 1900 (says the *Journal* of the Society of Comparative Legislation) is an account of an application probably wholly novel. The plaintiff, a member of the Municipal Council of Colombo, sued the defendant, Acting Mayor of the Council, for libel. The defendant appointed a proctor (solicitor) to act for him, and instructed him to retain an advocate to appear for him. The proctor made an affidavit stating that the Acting Attorney-General and all the leading advocates practising on the civil side of the Colombo Courts had declined to act for him. Advocate Elliott, for the defendant, applied to the court that counsel be assigned to the defendant. It was admitted that no retainer and no fee had been formally offered. The court refused the request, for the following reasons, given by Bonser, C.J.:—"The application is one, so far as I know, without a precedent in this island. It is said that the plaintiff has engaged a certain number of advocates whose names are mentioned, who are all respectable men in respectable practice, to appear for him, and that others who are equally respectable have declined to appear for the plaintiff, because they are afraid that they may in some way or other be involved in litigation. I notice, too, that there are other members of the Bar of standing and position who have not been applied to by the defendant, and under these circumstances I do not see that there is any foundation whatever for this application, even if it had been quite clear that this court had the right to interfere."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Byrne.
Monday, Aug. 12	Mr. Farmer	Mr. Pugh	Mr. Godfrey	Mr. R. Leach
Date.	**Mr. Justice Cozens-Hardy.**	**Mr. Justice Farwell.**	**Mr. Justice Buckley.**	**Mr. Justice Joyce.**
Monday, Aug. 12	Mr. Greswell	Mr. Pemberton	Mr. Church	Mr. Jackson

The Long Vacation will commence on Tuesday, the 13th day of August, and terminate on Wednesday, the 23rd day of October, 1901, both days inclusive.

HIGH COURT OF JUSTICE.

LONG VACATION, 1901.

Notice.

During the vacation until further notice, all applications "which may require to be immediately or promptly heard," are to be made to the judges who for the time being shall act as Vacation Judges.

COURT BUSINESS.—Mr. Justice Joyce, one of the Vacation Judges, will, until further notice, sit in King's Bench Court I., Royal Courts of Justice, at 11 a.m. on Wednesday in every week, commencing on Wednesday, 14th of August, for the purpose of hearing such applications of the above nature as, according to the practice in the Chancery Division, are usually heard in court.

No case will be placed in the judge's paper unless leave has been previously obtained, or a certificate of counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

The necessary papers, relating to every application made to the Vacation Judges (see notice below as to Judges' Papers), are to be left with the cause clerk in attendance, Chancery Registrars' Office, Room 136, Royal Courts of Justice, before 1 o'clock on the Monday previous to the day on which the application is intended to be made. When the cause clerk is not in attendance they may be left at Room 136, under cover, addressed to him, and marked outside Chancery Vacation Papers, or they may be sent by post, but in either case so as to be received by the time aforesaid.

URGENT MATTERS WHEN JUDGE NOT PRESENT IN COURT OR CHAMBERS.—Application may be made *in any case of urgency* to the judge, personally, or by post or rail, prepaid, accompanied by the brief of counsel, office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Office, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

The address of the judge for the time being acting as Vacation Judge can be obtained on application at Room 136, Royal Courts of Justice.

CHANCERY CHAMBER BUSINESS.—The chambers of Justices Byrne and Buckley will be open for Vacation business on Tuesday, Wednesday, Thursday and Friday in every week, from 10 to 2 o'clock.

KING'S BENCH CHAMBER BUSINESS.—Mr. Justice Joyce will, until further notice, sit for the disposal of King's Bench Business in Judges' Chambers on Tuesday and Thursday in every week, commencing on Thursday, the 15th of August.

PROBATE AND DIVORCE.—Summonses will be heard by the registrar the Principal Probate Registry, Somerset House, every day during the vacation at 11.30. Motions will be heard by the registrar on Wednesdays, the 14th and 28th of August, the 11th and 25th of September, and the 9th of October, at 12.30. In matters that cannot be dealt with by a registrar, application may be made to the Vacation Judge by motion or summons.

Decrees *nisi* will be made absolute by the Vacation Judge on Wednesdays, the 21st of August, the 11th of September, and the 2nd of October.

A summons (whether before judge or registrar) must be entered at the registry, and case and papers for motion (whether before judge or registrar) and papers for making decrees absolute must be filed at the registry before 2 o'clock on the preceding Friday.

JUDGE'S PAPERS FOR USE IN COURT.—CHANCERY DIVISION.—The following papers for the Vacation Judge are required to be left with the cause clerk in attendance at the Chancery Registrars' Office, Room 136, Royal Courts of Justice, on or before 1 o'clock, on the Monday previous to the day on which the application to the judge is intended to be made:

1.—Counsel's certificate of urgency, or note of special leave granted by the judge.

2.—Two copies of writ and two copies pleadings (if any), and any other documents shewing the nature of the application.

3.—Two copies of notice of motion.

4.—Office copy affidavits in support, and also affidavits in answer (if any).

N.B.—Solicitors are requested when the application has been disposed of, to apply at once to the judge's clerk in court for the return of their papers.

NOTICE TO SOLICITORS.

The Chancery Registrars' Office will be open daily.

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

Aug. 15.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—

LIFE INTEREST of a lady aged 60, in Railway Stocks, producing £102 per annum; also in Mortgage Securities, producing £668 per annum. Also Reversion to a sum of £2,000. Solicitors, Messrs. Surman & Quekett, London.

REVERSIONS:

To One-thirty-sixth of a Trust Fund, value £3,725, and to One-fifty-fourth of Freehold, producing £1,755 per annum; lady aged 47. Solicitor, J. W. B. Heslop, Esq., Barnard Castle, Durham.

To Leasehold Property, producing £170 per annum; lady aged 97. Solicitors, Messrs. A. H. Hunt & Co., Romford.

To One-tenth of a Trust Fund value £3,548; lady aged 55. (See particulars.)

To One-tenth of a Trust Fund value £3,416; lady aged 68.

To One-fifth of a Trust Fund value £3,543; lady aged 55. Solicitors, Messrs Douglas-Norman & Co., London.

POLICIES for £1,000, £500. Solicitors, Messrs. Coode, Kingdon, & Cotton and Messrs. Holder & Wood, London.

SHARES. Solicitors, Messrs. Robins, Hay, Waters, & Hay, London.

(See advertisements, this week, back page.)

Aug. 15.—Messrs. Stimson & Sons, at the Mart, at 2, Freehold Properties, at East Finchley, Whetstone, Barnet Common, Stevenage, and Caddington Several of the properties are let upon Leases. Solicitors, W. H. Hudson, Esq., and Messrs. Jordan & Lavington, London. (See advertisement, August 3, p. 3.)

RESULTS OF SALES.

Messrs. H. E. Foster & Cranfield have sold by private treaty the Haling Down Estate, Purley, which comprises about 61¼ acres with half a mile of frontage to the Brighton-road. The solicitors engaged were Messrs. Bloomer, Currie, & Damian, London; and Messrs. Smallpeice & Co., Guildford.

WINDING UP NOTICES.

London Gazette.—Friday, Aug. 2.

JOINT STOCK COMPANIES.

Limited in Chancery.

Challiner and Willoughby Carriage Tyre Co, Limited—Creditors are required, on or before Sept 20, to send their names and addresses, and the particulars of their debts or claims, to James A. Carse, 10, Norfolk st, Manchester. Gartside, Manchester, solor for liquidator

Cosmopolitan Gold Mining Co, Limited (in Liquidation)—Creditors in England are required, on or before Sept 30, or elsewhere on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to Colonel Josiah Harris, 8, Union ct, Old Broad st

Edward Mayall & Massey, Limited (in Liquidation)—Creditors are required, on or before Sept 2, to send their names and addresses, and the particulars of their debts or claims, to John Charles Atkins, 19, Queen st, Oldham. Ponsonby & Carlile, Oldham, solors to liquidator

Gopeng Tin Mining Co, Limited—Creditors are required, on or before Aug 24, to send their names and addresses, and the particulars of their debts or claims, to Tom Wickett, Station Hill, Redruth. Daniell & Thomas, Camborne, solors to liquidator

H. & J. G. Smithson, Limited—Creditors are required, on or before Sept 16, to send their names and addresses, and the particulars of their debts and claims, to John George Smithson, Orwell House, Beverley rd, Hull. Woodhouse, Hull, solor for liquidator

London Motor Co, Limited—Creditors are required, on or before Sept 2, to send their names and addresses, and the particulars of their debts and claims, to Sidney St. J. Steadman, and Walter Dangerfield, c/o Steadman & Van Praagh, 23, Old Broad st

New Gold Coast Exploration Co, Limited (in Liquidation)—Creditors are required, on or before Sept 15, to send their names and addresses, and the particulars of their debts or claims, to John S. Chappelow, 10, Lincoln's inn fields. Valpy & Co, 19, Lincoln's inn fields, solors to liquidator

Oxton and Claughton Liberal Club Co, Limited—Creditors are required, on or before Aug 26, to send their names and addresses, and the particulars of their debts or claims, to Thomas Ainley Hanmer, 15, Harrington st, Liverpool

Oxton and Claughton Liberal Club Furnishing Co, Limited—Creditors are required, on or before Aug 26, to send their names and addresses, and the particulars of debts or claims, to Thomas Ainley Hanmer, 15, Harrington st, Liverpool

Shrewsbury and Talbot S. T. Cab and Noiseless Tyre Co, Limited—Creditors are required, on or before Sept 20, to send their names and addresses, and the particulars of their debts or claims, to Howard Unwin, 24, Page st, Westminster. Hadden & Co, 6, New sq, Lincoln's inn, solors for liquidator

W. E. Tucker & Co, Limited—By an order made by Wright, J., dated July 9, it was ordered that the voluntary winding up of the company be continued. Taylor & Co, 12, Norfolk st, Strand, solors for petner

Wool Hide and Skin Syndicate, Limited—Creditors are required, on or before Sept 14, to send their names and addresses, and the particulars of their debts or claims, to George Deas, 39, Lombard st. Watson & Watson, 17, Fenchurch st, solors to liquidator

London Gazette.—Tuesday, Aug. 6.

JOINT STOCK COMPANIES.

Limited in Chancery.

A. & J. Gailey, Limited (Tea Merchants, 8, Harp lane, E.C.; also carrying on business under the style of Buchanan & Co, Cardiff, and Newcastle, Staffs)—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to Arthur Charles Bourner, Bush lane House, Cannon st

British Westralia Syndicate, Limited—Creditors are required, on or before Sept 10, to send in their names and addresses, and the particulars of their debts or claims, to Walter Bramall, 7-11, Moorgate st. Greenip & Co, 1 and 2, George st, Mansion House, solors for liquidator

Cochrane & Cooper, Limited (in Voluntary Liquidation)—Creditors are required, on or before Sept 14, to send their names and addresses, and the particulars of their debts or claims, to Walter Fred Harris, Bank chmbrs, Parliament st, Hull. Jackson & Co, Hull, solors for liquidator

Crayon, Limited (in Voluntary Liquidation)—Creditors are required, on or before Sept 9, to send their names and addresses, with particulars of their debts or claims, to Charles Harrison Venning, 33, Old Broad st

Javali Co, Limited—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts and claims, to T. A. Jenkins, Commercial Sale Rooms, Mincing lane. Bompas & Co, 4, Great Winchester st, solors for liquidator

Knight & Crowther, Limited—Creditors are required, on or before Sept 16, to send their names and addresses, and the particulars of their debts or claims, to G. C. T. Parsons, 120, Colmore row, Birmingham

Middleton & Macbeth, Limited—Creditors are required, on or before Sept 14, to send their names and addresses, and the particulars of their debts or claims, to James Hateley, Erdington, Warwick. Blewitt & Co, Birmingham, solors for liquidator

W. & T. R. Morris, Limited—Creditors are required, on or before Sept 17, to send their names and addresses, and the particulars of their debts or claims, to Harold Mather, 10, Acresfield, Bolton. Winders, Bolton, solors to liquidator

County Palatine of Lancaster.

Limited in Chancery.

New Steamship Co, Limited—Creditors are required, on or before Oct 1, to send their names and addresses, and the particulars of their debts or claims, to William Crossman Spencer, Central bldgs, 41, North John st, Liverpool Mather & Son, Liverpool, solors for liquidator

Papayanni Steamship Co, Limited—Creditors are required, on or before Oct 1, to send their names and addresses, and the particulars of their debts or claims, to William Crossman Spencer, Central bldgs, 41, North John st, Liverpool Mather & Son, Liverpool, solors for liquidator

Warning to intending House Purchasers and Lessees.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Tested and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 25 years. Telegrams, "Sanitation," London. Telephones, "No. 316 Westminster."—[Advt.]

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

Last Day of Claim.

London Gazette.—Friday, July 26.

Broadley, Susan, Keynsham, Somerset Oct 16 Evans v Straker, Kekewich, J Gabb & Walford, Abergavenny

London Gazette.—Tuesday, July 30.

Gillespie, Sir Robert, Brighton, Knt. Sept 20 Greenshields v Gillespie, Farwell, J Bischoff, 4, Gt Winchester st

Jeffery, William Frederick, Birmingham, Solicitor Sept 14 Lewis v Jeffery, Kekewich, J Hinds, Stourbridge

London Gazette.—Friday, Aug. 2.

Morris, Thomas, Ludlow, Salop, Retired Grocer Sept 16 Lock v Morris, Kekewich, J Montford, Ludlow

Willis, Henry, 2, Bartholomew rd Sept 6 Willis v Willis, Byrne, J Bower & Co, 4, Bream's bldgs, Chancery ln

UNDER 22 & 23 VICT. CAP. 35.

Last Day of Claim.

London Gazette.—Friday, August 2.

Addington, Thomas, Eaton Socon, Beds, Farmer Sept 30 Wade-Gery, St Neots, Hunts

Ardagh, Russell Drapes, Llandaff, Glam, Solicitor Sept 3 Hyland & Co, Cannon st

Bage, Joseph, North Shields, Coal Merchant Aug 21 Dickinson & Co, North Shields

Baines, Senior, Uppingham, Baker Sept 23 Fowler, Uppingham

Barrington, Rt Hon Percy, Lord Viscount, Beckett, Berks Sept 1 Carlisle & Co, New sq, Lincoln's inn

Codrington, Augusta Frederica Bethell, Torquay Oct 31 Johnsons & Co, New sq, Lincoln's inn

Craven, Right Hon Emily Mary, Dowager Countess of, Great Cumberland pl, Hyde Park Sept 1 Carlisle & Co, New sq, Lincoln's inn

Crofton, Edward, Blackpool Sept 6 Preston & Son, Manchester

Davidson, Joseph Lewis, South Kensington, Tailor Aug 31 Oliver & Co, Warwick st, Regent st

Dobbs, Samuel, Sherriff rd, West Hampstead Sept 10 Awdry, Great George st, Westminster

Dodgson, John, Urswick, nr Ulverston Oct 1 Gregson & Birbeck Wilson, Liverpool

Dukes, Eleanor, Wolstanton Aug 26 Adams, Tunstall

Elliott, John Russell, Tynemouth, Shipowner Aug 22 Drury, Newcastle upon Tyne

Frost, John Noel, Leadenhall st, Solicitor Oct 1 Frost & Co, Leadenhall st

Furnival, Willoughby Charles, M.I.C.E., Barnstaple Oct 1 S M & J B Benson, Clement's inn

Goode, William James, South Audley st, Grosvenor sq Aug 31 Faulkner, Chandos st, Cavendish sq

Hodges, Emma, Leckhampton, Glos Aug 30 Witchell, Cheltenham

Humphreys, Joseph, Rhyl, Flint, Joiner Sept 14 Lewis, Rhyl

Kast, Albert, Wool Exchange, Merchant Sept 1 Cruesemann & Rouse, Gracechurch st

Kemp, Alexander Davidson, Bath Aug 31 Lydall & Sons, John st, Bedford row

Lazzolo, Sarah Emily, Liverpool Aug 26 Laces & Co, Liverpool

Lewis, Helen, Henfield, Sussex Aug 31 Howlett & Clarke, Brighton

Maitland, Alexander, Aubert Park, Highbury, Stock and Share Dealer Sept 5 Edmonds & Ledingham, Aberdeen

Morgan, Jane, Llanfihangel-Croyddin, Cardigan Sept 2 Davies, Aberystwyth

Nesbitt, Cecilia, Uckfield, Sussex Sept 1 Freshfields, New Bank bldgs, Old Jewry

Nesham, Cuthbert Spencer, Marlborough Barracks, Dublin, Captain, H M 21st Lancers Sept 30 Neish & Co, Watling st

Nutkins, William George, Fulham Sept 16 Watson & Son, Chancery ln

Orchard, Daniel, Keevil, Wilts, Licensed Victualler Aug 31 Alexander & Co, Melksham, Wilts

Osmond, George, Hampstead Sept 14 Lambert, Queen Victoria st

Owen, William, Barmouth, Tinman Sept 1 Pybus, Barmouth

Peddelley, George, Tindale cres, nr Bishop Auckland, Yeoman Aug 30 Jennings, Bishop Auckland

Preston, The Hon Edward Francis John, Erwood Hall, Cheshire Sept 16 Witham & Co, Gray's inn sq

Ridges, John, Long Sutton, Farmer Aug 10 Bayley, Basingstoke

Rolls, Herbert Joseph, Blackheath, Varnish Manufacturer Sept 4 Arnold & White, Gt Marlborough st

Smith, George, Steventon, Hants Sept 10 Lamb & Co, Basingstoke

Spencer, Thomas, Byton, Durham Sept 1 Brown & Son, Newcastle on Tyne

Thomas, David Sadwen, Abersychan, Monmouth, Schoolmaster Oct 10 Bythway & Son, Pontypool

Triemer, Henry Theodore, Pinners court, Old Broad st, Solicitor Sept 16 Karly & Co, Gt Winchester st

Ward, Daniel, Balham, Grocer Aug 21 Rogers, Chancery ln

Warmisham, Elizabeth, New North rd, Hoxton Aug 31 Beckingsale & Co, Copthall av

Whiteman, William Henry, Croydon Sept 14 Philpott, Bartholomew close

Whitworth, Mary Ann, Littleborough, Lancs, Milliner Sept 7 Chadwick, Rochdale

Wright, Frank, Pleasley hill, Notts, Baker Aug 31 Rhodes, Nottingham

Yerbury, Mary, High rd, Kilburn Sept 7 Cooper, Budge row, Cannon st

London Gazette.—Tuesday, August 6.

Aslat, Mary, Bristol Sept 6 Stone & Co, Bath

Balls, George, Walthamstow Oct 1 Clifford & Co, Finsbury pavement

Bayley, Mary Ann, Abbey Wood, Kent Sept 3 Smith & Co, Aldersgate st

Cartwright, Mary Ann, Harrogate Aug 15 Raworth, Harrogate

Causton, Joseph, Craven hill, Paddington Sept 13 Minet & Co, King William st

Chandler, Elizabeth, Southport Sept 12 Peace & Ellis, Wigan

Chandler, George, Southport Sept 12 Peace & Ellis, Wigan

CHARITY, RICHARD, Albert rd, Dalston, Commercial Clerk Sept 3 Oxley & Coward, Rotherham
CHARLESWORTH, ANN, Ingbirchworth, nr Penistone, Yorks Aug 31 Sykes & Co, Holmfirth
COUTY, DAVID, King st, St James Oct 1 Desborough & Co, Queen st, Cheapside
CRIPPS, ELLEN HEPHZIBAH, Tunbridge Wells Sept 20 Neave & Brotherton, Tunbridge Wells
DE'ATH, GEORGE H, MRCS, LRCP, Buckingham Aug 31 Hearn & Hearn, Buckingham
EATOUGH, JAMES, Blackburn, Potato Merchant Sept 7 E & B Haworth, Blackburn
ELLIS, HARRIETT WARNER, Mildmay park Sept 10 Lydall & Sons, John st, Bedford row
EXETER, GEORGE, Barnsbury, Draper Sept 23 Windsor & Co, Jewry st, Aldgate
FRAKES, MARIA CHRISTINA, Bradford Sept 21 Hutchinson & Sons, Bradford
GANE, ANN, Weston super Mare Aug 17 Smith & Sons, Weston super Mare
GILBERT, JOHN, Twickenham Sept 30 Marchant & Co, College st, Cannon st
HANDLEY, GEORGE, Salford, Brewer's Traveller Sept 18 Lawson & Co, Manchester
HARPER, MARY ANN, Cheltenham Sept 9 Dighton, Cheltenham
HAYES, Rev HENRY, Canvey Island, Essex Sept 7 Hatten & Asplin, Grays
HIRST, JOHN, Thurgoland, nr Sheffield, Joiner Sept 1 Laycock & Skinner, Sheffield
JONES, CECILIA, Stormont rd, Clapham Common Sept 16 Dauncey & Sons, Newport, Mon
JONES, MARGARET, Conway Sept 9 Porter & Amphlett
KIRKLAND, WILLIAM SCOTT, Liverpool Aug 20 Wilson & Cowie, Liverpool
KNOX, FREDERICK CHARLES NORTHLAND, Ramsgate Sept 21 Capron & Co, Savile pl, Conduit st
LARKING, EDGAR EDWIN, Jermyn st Sept 1 Webber, Tedworth sq, Chelsea
LOCKER, JOSIAH, Newhall, Derby, Joiner Sept 26 J & W J Drewry, Burton on Trent
MURPHY, DANIEL JOSEPH, High st, Wapping, Coal Whipper Sept 10 Whitgreave, East Arbour st
NETTLESHIP, WILLIAM FRANCIS, Trafalgar sq Sept 12 Eland & Co, Trafalgar sq
NEWMAN, SARAH, Littlemore, Oxford Sept 30 Brain & Brain, Reading
PARSONÉ, EDWARD WILLIAM, Cannon st, Electrician Sept 2 Forster-Cooper, Moorgate st
PAUL, EDWARD, Liverpool, Corn Merchant Sept 16 Batesons & Co, Liverpool
PITT, ANN COUNT, Sutherland gdns, Maida Vale Sept 29 Sweetland & Greenhill, Fenchurch st
SELWAY, AMELIA, Ealing Sept 14 Allen & Son, Carlisle st, Soho sq
SHONE, WILLIAM, Birkenhead, Wheelwright Sept 10 Lewis & Co, Liverpool
SMITH, ISABELLA, Southport Sept 1 Peace & Ellis, Wigan
TRELOAR, MARY ANN, Tregajorran, Illogan, Cornwall Sept 13 Thomas, Camborne, Cornwall
WADDINGTON, WILLIAM, Wigan, Hotel Keeper Aug 31 John Wall, Wigan

BANKRUPTCY NOTICES.

London Gazette.—TUESDAY, July 30.

ADJUDICATION ANNULLED.

HIBBARD, GEORGE, Ardwick, Manchester, Concreter Manchester Adjud Oct 24, 1900 Annul July 24, 1901

London Gazette.—FRIDAY, Aug 2.

RECEIVING ORDERS.

ABRAHAMS, ERNEST GOLDSMID, Old Burlington st, Company Promoter High Court Ord June 8
ATTERBURY, H, Turnpike ln, Hornsey High Court Pet July 6 Ord July 30
BAKER, HERBERT, Whaley Bridge, Cheshire, Licensed Victualler Stockport Pet July 29 Ord July 29
BATH, HENRY STEPHEN MORRIS, Wellington Salop, Coachbuilder Madeley Pet July 31 Ord July 31
BRIGHT, CHARLES, Copthall av High Court Pet May 21 Ord July 30
CHESSBROUGH, JOHN, Castleford, Butcher Preston Pet July 30 Ord July 30
DARBYSHIRE, JOHN, Hawarden, Flint, Farmer Chester Pet July 31 Ord July 31
DAVISON, GEORGE, Aston, Birmingham, Butcher Birmingham Pet July 31 Ord July 31
DOOGOOD, TOM WILSON, and WILLIAM HENRY DOOGOOD, Pittville, Cheltenham, Plumbers Cheltenham Pet July 31 Ord July 31
GARRARD, CHARLES EAGLE, H M Prison, Springfield, Essex, Colchester Pet July 31 Ord July 31
HEEL, ERNEST CHARLES, Burton on Trent, Photographer Burton on Trent Pet July 30 Ord July 30
HILL, EMILY, Birmingham. Cycle Manufacturer Birmingham Pet July 30 Ord July 30
KAY, JOHN, Eccles, Lancs, Tailor's Manager Salford Pet July 30 Ord July 30
KILKENNY, THOMAS, Stockport, Cheshire, Hay Dealer Stockport Pet July 29 Ord July 29
KNIGHT, CHARLES WILLIAM, Uxbridge rd, Shepherd's Bush, Builder High Court Pet July 15 Ord July 31
LEE, ROBERT ROSSLING, Wisbech St Peter, Cambridge, Commission Agent King's Lynn Pet July 19 Ord July 31
MANUEL, WILLIAM GEORGE, Maidstone, Butcher Maidstone Pet July 30 Ord July 30
MARKS, ABRAHAM, Stoney ln, Houndsditch, China Dealer High Court Pet July 30 Ord July 30
MOTTS, CHARLES HENRY, Paignton, Devon, Tailor Plymouth Pet July 30 Ord July 30
PARISH, JOHN THOMAS, Sheffield, Fish Dealer Sheffield Pet July 29 Ord July 29
PARRY, OWEN, Criccieth, Carnarvonshire, Builder Portmadoc Pet July 16 Ord July 30
PHILLIPS, WALTER LAZARUS, Dalston, Surgeon High Court Pet May 21 Ord July 31
PLANCK, WALTER, Beauchamp rd, Lavender Hill, Architect Wandsworth Pet July 5 Ord July 30
PRICE, EDWIN, New Swindon, Wilts, Boot Dealer Swindon Pet July 12 Ord July 30
SUMMERS, JOHN, Fleur de lis, Mon, Collier Tredegar Pet July 31 Ord July 31
TIBB, JAMES WALTER, Lewisham Greenwich Pet June 18 Ord July 30
TINKER, WILLIAM, Dukinfield, Cheshire, Boilermaker Ashton under Lyne Pet July 29 Ord July 29
TURNER, DAVID, and ALEXANDER TURNER, Wilton rd, Pimlico, Provision Merchants High Court Pet July 29 Ord July 29
UNSWORTH, THOMAS, Chorley, Lancs, Grocer Bolton Pet July 17 Ord July 30
WEST, E, Birmingham, Provision Merchant Birmingham Pet July 2 Ord July 31
WHIELDON, HERBERT, Smallthorne, Staffs, Grocer Hanley Pet July 31 Ord July 31
WHITTLE, ALBERT, Birmingham, Draper Birmingham Pet July 29 Ord July 29

Amended notice substituted for that published in the London Gazette of July 26:

SCOTT, WILLIAM HENRY, Maidenhead, Tobacconist Windsor Pet June 26 Ord July 30

RECEIVING ORDER RESCINDED.

LUCAS, CHARLES, Red Lion st, Holborn, Glass Manufacturer High Court Rec Ord May 8 Resc July 31

FIRST MEETINGS.

ABRAHAMS, ERNEST GOLDSMID, Old Burlington st, Company Promoter Aug 15 at 2.30 Bankruptcy bldgs, Carey st
BEARPARK, JOSEPH, Kingston upon Hull, Master Mariner Aug 9 at 11 Off Rec, Trinity House ln, Hull
BENNETT, LEON, Abertillery, Mon, Upholsterer Aug 9 at 12 135, High st, Merthyr Tydfil
DOUGLAS, ALFRED JAMES, Mercer chmbrs, Castle st, Long Acre, Carman Aug 13 at 2.30 Bankruptcy bldgs, Carey st
FENWICK, EDWIN, Princes st, Hanover sq, Tailor Aug 15 at 12 Bankruptcy bldgs, Carey st
FORSTER, WALTER HILL, Lowestoft, Auctioneer Aug 9 at 12 Off Rec, 8, King st, Norwich
FROST-FOSTER, CHARLES Aug 13 at 12 Bankruptcy bldgs, Carey st
GETHING, JOHN THOMAS, Birmingham, Gasfitter Aug 12 at 11 174, Corporation st, Birmingham
HALEWOOD, JOHN, Lisacre, nr Liverpool, Boot Dealer Aug 14 at 12 Off Rec, 35, Victoria st, Liverpool
HESSLEGRAVE, ARTHUR BELL, and WALTER HESSLEGRAVE, Crookes, Sheffield, Masons Aug 12 at 11 Off Rec, Figtree ln, Sheffield
HINDS, EDWARD COLTON, Kingston on Thames, Tailor Aug 9 at 11.30 24, Railway app, London Bridge
KIRBY, GEORGE HENRY, Sheffield, Plumber Aug 12 at 11.30 Off Rec, Figtree ln, Sheffield
LAMBERT, WESTON, Sheffield, Builder Aug 12 at 12 Off Rec, Figtree ln, Sheffield
MANUEL, WILLIAM GEORGE, Maidstone, Butcher Aug 14 at 11 9, King st, Maidstone
MARSTON, GEORGE, Walsall, Police Constable Aug 12 at 4 Off Rec, Wolverhampton
MILLS, SAMUEL WAIN, Ilford, Coal Merchant Aug 12 at 3 95, Temple chmbrs, Temple av
NASCH, WILLIAM, Pandora rd, West Hampstead Aug 13 at 12 Bankruptcy bldgs, Carey st
POSTLE, WILLIAM, Norwich, Beer Retailer Aug 9 at 11.30 Off Rec, 8, King st, Norwich
RIETHMÜLLER, GOTTLIEB, Wood Green, Commercial Traveller Aug 9 at 12 Off Rec, 95, Temple chmbrs, Temple av
SMITH, WILLIAM, Walsall, Tanner Aug 12 at 3 Off Rec, Wolverhampton
THORNTON, JAMES WILLIAM, Huddersfield, Hot Water Engineer Aug 13 at 11 Off Rec, 19, John William st, Huddersfield
UNSWORTH, THOMAS, Chorley, Grocer Aug 13 at 3 Off Rec, Exchange st, Bolton

ADJUDICATIONS.

ANDREWS, WALTER HERMAN, Eastbourne High Court Pet March 11 Ord July 30
AYTOUN, ROGER SINCLAIR, Drayton gdns, S Kensington High Court Pet March 19 Ord July 23
BAKER, HERBERT, Whaley Bridge, Cheshire, Licensed Victualler stockport Pet July 29 Ord July 29
BROWN, FREDERICK, Aldershot, Coal Merchant Guildford Pet July 24 Ord July 30
CHESSBROUGH, JOHN, Castleford, Butcher Preston Pet July 30 Ord July 30
CHUBB, J S, Cardiff, Builders Cardiff Pet July 16 Ord July 29
DARBYSHIRE, JOHN, Hawarden, Flint, Farmer Chester Pet July 31 Ord July 31
DAVISON, GEORGE, Aston, Birmingham, Wholesale Butcher Birmingham Pet July 31 Ord July 31
DERBYSHIRE, ALFRED, Bamber Bridge, nr Preston, Painter Preston Pet July 17 Ord July 30
DOOGOOD, TOM WILSON, and WILLIAM HENRY DOOGOOD, Cheltenham, Plumbers Cheltenham Pet July 31 Ord July 31
FIELD, CHARLES HENRY, and RICHARD ERNEST VENESS, Bury St Edmunds, Spirit Merchants Bury St Edmunds Pet July 11 Ord July 29
HEEL, ERNEST CHARLES, Burton on Trent, Photographer Burton on Trent Pet July 30 Ord July 30
HILL, EMILY, Birmingham Birmingham Pet July 30 Ord July 30
KAY, JOHN, Eccles, Lancs, Tailor's Manager Salford Pet July 30 Ord July 30
KILKENNY, THOMAS, Stockport, Cheshire, Corn Dealer Stockport Pet July 29 Ord July 29
MANUEL, WILLIAM GEORGE, Maidstone, Butcher Maidstone Pet July 30 Ord July 30
MOTTS, CHARLES HENRY, Paignton, Devon Tailor Plymouth Pet July 30 Ord July 30
PARISH, JOHN THOMAS, Sheffield, Fish Dealer Sheffield Pet July 29 Ord July 29
PLAYER, WILLIAM, Bristol, Woollen Merchant Bristol Pet July 26 Ord July 31
RAND, JAMES HORATIO, Otley, York, Provision Merchant Leeds Pet July 8 Ord July 29
ROBINSON, RICHARD MORTON, Paternoster row, Merchant High Court Pet May 3 Ord July 31
ROBSON, ISABELLA JANE, Liverpool, Licensed Victualler Liverpool Pet July 12 Ord July 30
ROBSON, ROBERT, Gainford, nr Darlington Stockton on Tees Pet June 24 Ord July 27
SCOTT, WILLIAM HENRY, Maidenhead, Tobacconist Windsor Pet June 26 Ord July 27
SUMMERS, JOHN, Fleur de lis, Mon, Collier Tredegar Pet July 31 Ord July 31
TINKER, WILLIAM, Dukinfield, Cheshire, Boiler Maker Ashton under Lyne Pet July 29 Ord July 29
WHIELDON, HERBERT, Smallthorne, Staffs, Grocer Hanley Pet July 31 Ord July 31
WOOD, WILLIAM, Oldham, Joiner Oldham Pet June 29 Ord July 30

London Gazette.—TUESDAY, Aug 6

RECEIVING ORDERS.

BERESFORD, WILLIAM, Mexbrough, Yorks Sheffield Pet Aug 1 Ord Aug 1
BLOCOCK, ROBERT, Wimborne Minster, Dorset, Auctioneer Poole Pet May 30 Ord Aug 1
EVANS, DAVID RICHARDS, Dudley, Perambulator Manufacturer Dudley Pet July 31 Ord July 31
EVANS, EVAN DAVID, Tonypandy, Glam, Builder Pontypridd Pet Aug 1 Ord Aug 1
GLOVER, SAMUEL, Manningham, Bradford, Painter Bradford Pet Aug 1 Ord Aug 1
GREENFIELD, CHARLES HENRY, Nocton, Lincs, Miller Lincoln Pet Aug 2 Ord Aug 2
HARRIS, ALFRED, Gt Marlborough st, Solicitor High Court Pet July 9 Ord Aug 2
HIRD, ALBERT EDWIN, Skipton, General Dealer Bradford Pet Aug 1 Ord Aug 1
HOMFRAY, WATKIN, Salford, Lancs High Court Pet Jan 24 Ord Aug 2
JOHNS, CHARLES WEEKS, Harp ln, Public house Manager High Court Pet Aug 1 Ord Aug 2
KALDANI, RASHRID ELIAS, Manchester, Shipper Manchester Pet July 22 Ord July 31
KINGSTON, THOMAS JAMES, Brownhills, Staffs, Boot Dealer Walsall Pet July 31 Ord July 31
LANGDON, HENRY, Paignton, Devon, Tailor Plymouth Pet July 13 Ord Aug 1
OVEREND, JOHN WILLIAM, Bradford, Wool Washer Bradford Pet July 31 Ord July 31
RIMMER, THOMAS EDWIN, Southport, Pork Butcher Liverpool Pet Aug 2 Ord Aug 2
ROWLANDS, DAVID, Oswestry, Cattle Buyer Wrexham Pet Aug 1 Ord Aug 1
SHAW, JAMES ALBERT, Dinting, Derbys, Grocer Ashton under Lyne Pet Aug 2 Ord Aug 2
SHEEN, THOMAS HAYES, Dorset sq, Upper Baker st High Court Pet July 9 Ord Aug 1
SIMMONS, C, Leytonstone, Essex, Builder High Court Pet July 12 Ord Aug 1
SMELDEY, JOHN WILLIAM, Nottingham, Grocer Derby Pet Aug 2 Ord Aug 2
SMYTHE, S H, Bournemouth, Tobacconist Poole Pet July 17 Ord Aug 1
SPRIGG, THOMAS, Melton Mowbray, Licensed Victualler Leicester Pet July 29 Ord Aug 1
TUCKER, LOUIS WILLIAM, Eastville, Bristol Bristol Pet Aug 1 Ord Aug 1
TURNER, HENRY YOUNGMAN, Walsall, Grocer Leicester Pet July 23 Ord July 31
WHITTAKER, WILLIAM, Bishop's Stortford High Court Pet July 9 Ord Aug 1
WILKS, JACOB, Cheetham, Manchester, Cabinet Maker Manchester Pet July 31 Ord July 31
WOLLSTEIN, CLARA LOUISA, High st, Borough, Mantle Maker High Court Pet July 1 Ord Aug 1

FIRST MEETINGS.

BATH, HENRY STEPHEN MORRIS, Hadley, Salop, Coachbuilder Aug 14 at 1.30 County Court Office, Madeley
BEYNON, JOHN, Neath, Glam, General Dealer Aug 14 at 12 Off Rec, 31, Alexandra rd, Swansea
BROWN, HENRY, Hungerford, Berks, Provision Dealer Aug 14 at 12 1, St Aldate's, Oxford

DOOGOOD, TOM WILSON, and WILLIAM HENRY DOOGOOD, Cheltenham, Decorators Aug 15 at 11 15 County Court bldgs, Cheltenham

FORDHAM, CHARLES LEONARD, Rochford, Essex, Butcher Aug 14 at 3 95, Temple chmbrs, Temple av

GLOVER, SAMUEL, Manningham, Bradford, Painter Aug 15 at 11 Off Rec, 31, Manor row, Bradford

HIRD, ALBERT EDWIN, Skipton, Yorks, General Dealer Aug 15 at 11 30 Off Rec, 31, Manor row, Bradford

OVEREND, JOHN WILLIAM, Bradford, Wool Washer Aug 14 at 11 Off Rec, 31, Manor row, Bradford

PRICE, ALBERT, Stourbridge, School Attendance Officer Aug 13 at 1.30 Wall and James, Hagley rd, Stourbridge, Solicitors

SHELLARD, JOHN THOMAS, Woodgate, Leicester, Shoemaker Aug 15 at 12 Off Rec, 1, Berridge st, Leicester

SHORT, E F, Mount Pleasant Aug 13 at 1.15 Off Rec, Endless st, Salisbury

SHUTTLEWORTH, FRED, Padiham, Lancs, Painter Aug 15 at 10.30 Exchange Hotel, Nicholas st, Burnley

SPRIGG, THOMAS, Melton Mowbray, Licensed Victualler Aug 16 at 12.30 Off Rec, 1, Berridge st, Leicester

TUCKER, LOUIS WILLIAM, Eastville, Bristol Aug 14 at 12.30 Off Rec, Baldwin st, Bristol

TURNER, DAVID, and ALEXANDER TURNER, Wilton rd, Pimlico, Provision Merchants Aug 15 at 1 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

BERESFORD, WILLIAM, Mexbrough, Yorks Sheffield Pet Aug 1 Ord Aug 1

EVANS, DAVID RICHARDS, Dudley, Perambulator Manufacturer Dudley Pet July 31 Ord July 31

EVANS, EVAN DAVID, Tonypandy, Glam, Builder Pontypridd Pet Aug 1 Ord Aug 1

GLOVER, SAMUEL, MANNINGHAM, Bradford, Decorator Bradford Pet Aug 1 Ord Aug 1

GREENFIELD, CHARLES HENRY, Nocton, Lincs, Baker Lincoln Pet Aug 2 Ord Aug 2

HIRD, ALBERT EDWIN, Skipton, General Dealer Bradford Pet Aug 1 Ord Aug 1

HUNT, MATTHEW, Keighley, Yorks, Innkeeper Bradford Pet July 22 Ord Aug 1

OVEREND, JOHN WILLIAM, Bradford, Wool Washer Bradford Pet July 31 Ord July 31

PRICE, EDWIN, New Swindon, Wilts, Boot Dealer Swindon Pet July 12 Ord Aug 1

RIMMER, THOMAS EDWIN, Southport, Pork Butcher Liverpool Pet Aug 2 Ord Aug 2

ROWLANDS, DAVID, Oswestry, Shropshire, Cattle Buyer Wrexham Pet Aug 1 Ord Aug 1

SHAW, JAMES ALBERT, Dinting, Derby, Grocer Ashton under Lyne Pet Aug 2 Ord Aug 2

SMEDLEY, JOHN WILLIAM, Nottingham, Grocer Derby Pet Aug 2 Ord Aug 2

SPRIGG, THOMAS, Melton Mowbray, Licensed Victualler Leicester Pet July 29 Ord Aug 1

TUCKER, LOUIS WILLIAM, Eastville Bristol Pet Aug 1 Ord Aug 1

WILKS, JACOB, Cheetham, Manchester, Cabinet Maker Manchester Pet July 31 Ord July 31

ADJUDICATION ANNULLED.

STEWART, JOHN, Hulme, Manchester, Commercial Traveller Manchester Adjud June 23, 1897 Annul July 31, 1901

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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F. H. CLAYTON. } Secretaries.

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